



## **AGENDA**

### **GARDNER CITY COUNCIL**

City Hall – 120 East Main Street -- Gardner, Kansas  
Tuesday, January 18, 2022, 7:00 p.m.

**\*If you wish to provide written public comment regarding any items below by email, please provide them by noon on January 18, 2022 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov). The meeting will be open to the public \***

**\*Watch this meeting live on the City's YouTube channel at <https://www.youtube.com/user/CityofGardnerKS> \***

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATIONS**

1. Gardner Land Bank Annual Report

#### **PUBLIC HEARINGS**

1. Hold a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes

#### **PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the regular meeting on January 3, 2022
2. Standing approval of City expenditures prepared December 30, 2021 in the amount of \$579,206.20; December 30, 2021 in the amount of \$1,666.28; and January 7, 2022 in the amount of \$801,090.18
3. Consider authorizing the purchase of four (4) Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford
4. Consider authorizing the Vacation and Release of a Sanitary Sewer Easement in University Park Addition No. 2

#### **PLANNING & ZONING CONSENT AGENDA**

#### **COMMITTEE RECOMMENDATIONS**

#### **OLD BUSINESS**

1. Consider adopting an ordinance approving a franchise agreement with Every Metro, Inc.

#### **NEW BUSINESS**

1. Consider adopting a resolution determining the intent of the city to issue Industrial Revenue Bonds to pay the cost of acquiring the project site and constructing and equipping a multifamily apartment project
2. Consider adopting a resolution approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500
3. Consider appointing Amy Nasta as Deputy City Clerk for the City of Gardner and administer the Oath of Office

#### **COUNCIL UPDATES – Oral presentation unless otherwise noted**

#### **EXECUTIVE SESSION**

#### **ADJOURNMENT**



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

## COUNCIL ACTION FORM

## PRESENTATION ITEM NO. 1

**MEETING DATE:** JANUARY 18, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Gardner Land Bank Annual Report

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration/Finance

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### **Background/Description of Item:**

On November 5, 2018, the City Council passed Ordinance 2593 establishing a land bank pursuant to K.S.A. 12-5901 *et. Seq.* and approving the addition of Chapter 2.65 to the code of the City of Gardner, Kansas.

The land bank is required to provide an annual report to the Governing Body accounting for all receipts, disbursements, and property transactions. The land bank currently has no properties and there were no property transactions last year. The land bank received \$5,000 in initial funding from the General Fund in 2019. The Land Bank Fund earned \$47.21 in interest on idle funds in 2020 and \$4.72 in 2021. As of January 18, 2022, no funds have been spent. The land bank's financial records will be audited as part of the City's 2021 audit.

### **Attachments:**

- Gardner Land Bank 2021 Annual Report

**Gardner Land Bank  
2021 Annual Report**

**Financial Report**

<b>Funds Available Jan 1</b>	<b>\$5,047.21</b>
Revenue:	
Interest on Idle Funds	4.72
Revenue Total	4.72
	=====
Expenditures:	
Expenditures Total	0
	=====
Surplus/(Shortfall)	4.72
<b>Ending Fund Balance</b>	<b>\$5,051.93</b>
	=====

**Property Inventory**

The Gardner Land Bank currently owns no properties.

**Property Transactions**

The Gardner Land Bank participated in no property transactions in 2021.

## COUNCIL ACTION FORM

## PUBLIC HEARING NO. 1

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Hold a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes

**Strategic Priority:** Economic Development

**Department:** Business and Economic Development

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### **Staff Recommendation:**

Hold a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes.

### **Background/Description of Item:**

The City of Gardner received a request for the issuance of Industrial Revenue Bonds (IRBs) for a 288-unit multifamily development located on approximately 25 acres. The project will require the issuance of IRBs in the principal amount of not to exceed \$48,000,000 to finance the costs of acquiring the project site and constructing and equipping the multifamily apartment project. New Trails Multifamily, LLC, is requesting a sales tax exemption on construction materials and a property tax abatement of 75% for 10 years.

The proposed multifamily development project is part of a larger 262 acre mixed-use development project (GRATA). Under the city's development agreement with GRATA, the city agreed to consider requests for property tax abatements of 75% on the multifamily portions of the project.

State law requires that a cost benefit analysis be prepared, which outlines the costs and benefits of the exemption and the effect of the exemption on State of Kansas revenues.

### **Financial Impact:**

The cost-benefit analysis outlines the costs and of the exemption on the City of Gardner, Johnson County, Johnson County Fire District No. 1, USD 231 School District and the State of Kansas.

### **Attachment:**

- Cost Benefit Analysis

### **Suggested Motion:**

Hold a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes

# **A Tax Abatement Cost-Benefit Analysis of New Trails Multifamily, LLC for the City of Gardner**

Completed by  
Municipal Consulting, LLC  
1/7/2022

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## **ABOUT THIS REPORT:**

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

## **DEFINITIONS USED:**

**Rate of Return:** Incentives and tax abatements granted by taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be an acceptable investment in the project.

**Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.

**Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement. However, the governing body may take into account the other economic benefits of the project in making that decision.

## DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

## COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Gardner	1.93	9%
Johnson County	2.74	17%
Gardner-Edgerton USD 231	5.20	42%
Johnson Co. Comm. Coll.	2.03	10%
County Library	1.87	9%
County Parks & Recreation	2.03	10%
County Fire District #1	2.01	10%
State of Kansas	1.83	8%

Each of the taxing entities has a positive benefit-to-cost ratio above 1.3. This report assumes that the City of Gardner will approve a 75% property tax abatement for 10 years. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. We point out that the main economic benefits of this project are from new residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Year 3, and that only 65% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

**R. Steven Robb** Digitally signed by R. Steven Robb  
Date: 2022.01.07 14:07:16 -06'00'

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Column1	Column2	Column3	Column4	Column5	Column6
<b>COST-BENEFIT ANALYSIS PROJECT SUMMARY</b>					
<b>PROJECT NAME:</b>	New Trails Multifamily, LLC				
<b>DATE:</b>			1/7/2022	(Revised)	
<b>GOVERNMENTAL ENTITIES INVOLVED:</b>					
<b>CITY:</b>			City of Gardner		
<b>COUNTY:</b>			Johnson County		
<b>SCHOOL DISTRICT:</b>			Gardner-Edgerton USD 231		
<b>SPECIAL TAXING DISTRICT #1</b>			Johnson Co. Comm. Coll.		
<b>SPECIAL TAXING DISTRICT #2</b>			County Library		
<b>SPECIAL TAXING DISTRICT #3</b>			County Park & Rec.		
<b>SPECIAL TAXING DISTRICT #4</b>			Fire District #1		
<b>STATE:</b>			State of Kansas		
<b>INFLATION RATE:</b>		1.50%	<b>DISCOUNT RATE:</b>		3.00%

## New Trails Multifamily, LLC

Column1	Column2	Column3	Column4	Column6	Column7	Column8	Column9	Column11
<b>Community Data Inputs:</b>								
	City of Gardner	Johnson County	USD 231	Comm. Coll.	County Library	Parks & Rec.	FD #1	State
Mill Levy	19.854	18.564	62.995	9.110	3.908	3.096	17.094	1.500
Sales Tax	1.500%	1.475%	n/a	n/a	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$883.77	\$156.83	n/a	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$24.92	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$203.88	\$343.43	n/a	\$199.55	\$53.68	\$44.65	\$248.09	\$1,511.19
Marg. Cost/Res./Student	\$270.99	\$168.27	\$1,570.75	\$59.06	\$14.53	\$12.55	\$74.43	\$654.19
Other Revenues/Worker	\$157.10	\$264.64	n/a	\$153.77	\$41.36	\$34.41	\$191.17	\$1,296.05
Marginal Cost/New Worker	\$208.82	\$129.66	n/a	\$45.51	\$11.20	\$9.67	\$57.35	\$561.06
State Funding/Pupil	n/a	n/a	\$11,090.29	n/a	n/a	n/a	n/a	\$10,173
Federal Funding/Pupil	n/a	n/a	\$4,617.18	n/a	n/a	n/a	n/a	\$1,022
Visitor Daily Spending	\$50.00	\$50.00		Total Mill Levy				\$75.00
Average Hotel Room Rate	\$90	\$100		136.121				n/a
Retail Pull Factor	0.75	1.23						n/a
Percent of County Share	2.20%	100.00%						n/a
Ann. Local Per Capita Sales/Use Tax	\$238	\$322						n/a
Ann. State Per Capita Sales/Use Tax	\$797	\$1,353						\$1,078
Annual Per Capita Retail Sales	\$15,871	\$20,811						\$16,581
Average Household Size	2.96	2.57						2.49
Avg. Wage-All Occupations	\$57,609	\$57,609						\$48,609



New Trails Multifamily, LLC

Column	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
<b>Firm Data Inputs:</b>														
Investment in Land				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Building & Improvements				\$4,320,000										
Investment in Furniture, Fixtures & Equip.				\$40,811,139										
Issuance and Contingency Costs				\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Total Project Investment				\$4,268,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,268,894
City/County Incentives				\$50,000,033										
				\$620,229										\$620,229
				Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales			0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchases			0.00%	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Net City Util. Revenue			5.00%	\$89,791	\$137,709	\$181,075	\$190,129	\$199,635	\$209,617	\$220,098	\$231,102	\$242,658	\$254,790	\$1,956,604
County Enterprise Rev.			5.00%	\$0	\$7,340	\$11,560	\$16,144	\$16,951	\$17,799	\$18,689	\$19,623	\$20,604	\$21,634	\$165,718
City Franchise Fees			5.00%	\$0	\$2,532	\$3,883	\$5,106	\$5,629	\$5,911	\$6,206	\$6,517	\$6,842	\$7,185	\$55,172
Existing Tax - City				\$0	\$59	\$59	\$59	\$59	\$59	\$59	\$59	\$59	\$59	\$588
Existing Tax - County				\$0	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$550
Existing Tax - State				\$0	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$44
Existing Tax - School				\$0	\$187	\$187	\$187	\$187	\$187	\$187	\$187	\$187	\$187	\$1,865
Existing Tax - Comm Coll				\$0	\$27	\$27	\$27	\$27	\$27	\$27	\$27	\$27	\$27	\$270
Existing Tax - Library				\$0	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$116
Existing Tax - P & R				\$0	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$92
Existing Tax - Fire Dist.				\$0	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$51	\$506
Total Existing Taxes				\$403	\$403	\$403	\$403	\$403	\$403	\$403	\$403	\$403	\$403	\$4,030
New Resident Households <sup>2</sup>			0	144	72	58	0	0	0	0	0	0	0	274
Households new to the city			65%	93.6	46.8	37.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	178.0
Households new to the county			33%	46.8	23.4	18.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	89.0
Households new to the state			5.0%	7.2	3.6	2.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.7
New students in K-12			50%	46.8	23.4	18.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	89.4
New Employees				8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
New employee average salary			1.50%	\$45,000	\$45,675	\$46,360	\$47,056	\$47,761	\$48,478	\$49,205	\$49,943	\$50,692	\$51,453	N/A
Tax Abatement-Land				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Tax Abatement-Bldg.				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Visitors			0	600	900	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	11,100
				City	County	State								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				10%	35%	35%								
Assumed Inflation Rate				1.50%										

<sup>1</sup> Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

<sup>2</sup> Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		New Trails Multifamily, LLC						
DATE:		1/7/2022	Ratio of NPV of Net					
Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
City of Gardner	\$5,683,080	\$2,940,282	\$2,742,799	\$2,195,386	\$1,196,095	1.84	1.93	9%
Johnson County	\$3,011,898	\$1,098,495	\$1,913,403	\$1,628,453	\$538,450	3.02	2.74	17%
Gardner-Edgerton USD 231	\$17,032,597	\$3,275,632	\$13,756,964	\$11,589,844	\$1,595,133	7.27	5.20	42%
Johnson Co. Comm. Coll.	\$954,638	\$470,655	\$483,983	\$408,460	\$264,236	1.55	2.03	10%
County Library	\$323,152	\$172,678	\$150,474	\$127,086	\$113,352	1.12	1.87	9%
County Park & Rec.	\$316,483	\$156,141	\$160,342	\$133,859	\$89,800	1.49	2.03	10%
Fire District #1	\$1,776,492	\$882,809	\$893,683	\$749,194	\$495,812	1.51	2.01	10%
State of Kansas	\$2,115,588	\$1,153,381	\$962,207	\$909,716	\$43,508	20.91	1.83	8%

**SUMMARY OF COSTS AND BENEFITS FOR:**  
**PROJECT:** New Trails Multifamily, LLC  
**DATE:** 1/7/2022

City of Gardner

**DISCOUNT RATE:** 3.00%

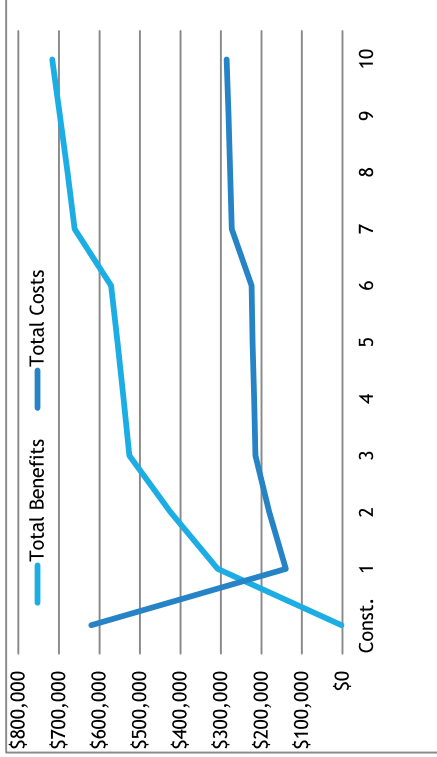
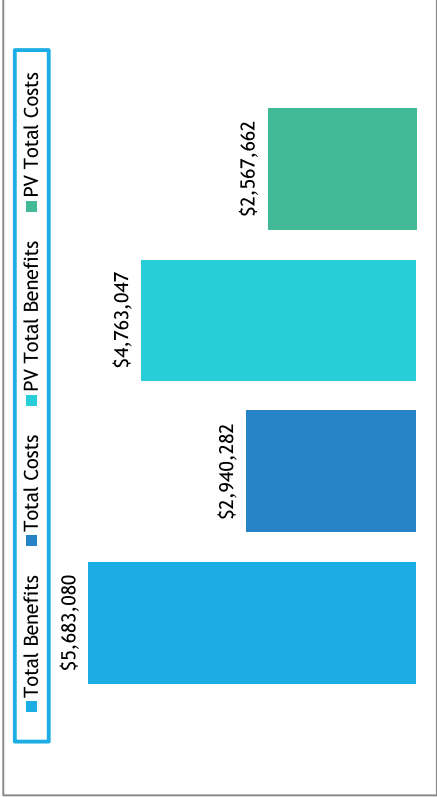
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:**

**Ratio of Present Value of Total Benefits to Present Value of Total Cost**

(Typical desired ratio would be 1.3 to 1)

**Average ROI**

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	Existing Property Tax	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$3,030	\$0	\$0	\$0	\$0	\$3,030	\$3,030	\$620,229	\$0	\$620,229	\$620,229	-\$617,199	-\$617,199	-\$617,199	\$620,229
1	\$73,747	\$84,408	\$92,323	\$59	\$57,898	\$308,435	\$299,451	\$76,958	\$63,306	\$140,264	\$136,179	\$168,171	-\$449,028	\$163,273	\$61,462
2	\$109,933	\$85,674	\$141,592	\$59	\$87,863	\$425,121	\$400,717	\$116,787	\$64,255	\$181,043	\$170,650	\$244,078	-\$204,950	\$230,067	\$60,567
3	\$140,291	\$86,959	\$186,181	\$59	\$112,807	\$526,297	\$481,636	\$149,943	\$65,219	\$215,163	\$196,904	\$311,134	\$106,185	\$284,732	\$59,685
4	\$142,393	\$88,263	\$195,490	\$59	\$114,500	\$540,705	\$480,409	\$152,193	\$66,198	\$218,390	\$194,037	\$322,315	\$428,499	\$286,372	\$58,816
5	\$144,527	\$89,587	\$205,264	\$59	\$116,217	\$555,654	\$479,312	\$154,475	\$67,191	\$221,666	\$191,211	\$333,988	\$762,488	\$288,101	\$57,959
6	\$146,693	\$90,931	\$215,527	\$59	\$117,960	\$571,170	\$478,346	\$156,793	\$68,198	\$224,991	\$188,426	\$346,179	\$1,108,667	\$289,920	\$57,115
7	\$188,469	\$92,295	\$226,304	\$59	\$153,626	\$660,753	\$537,253	\$204,199	\$69,221	\$273,420	\$222,316	\$387,332	\$1,495,999	\$314,937	\$56,283
8	\$191,294	\$93,680	\$237,619	\$59	\$155,930	\$678,582	\$535,679	\$207,262	\$70,260	\$277,522	\$219,078	\$401,060	\$1,897,059	\$316,600	\$55,464
9	\$194,161	\$95,085	\$249,500	\$59	\$158,269	\$697,074	\$534,249	\$210,371	\$71,314	\$281,685	\$215,888	\$415,389	\$2,312,449	\$318,361	\$54,656
10	\$197,072	\$96,511	\$261,975	\$59	\$160,643	\$716,259	\$532,964	\$213,527	\$72,383	\$285,910	\$212,744	\$430,350	\$2,742,799	\$320,221	\$53,860
Total	\$1,531,610	\$903,393	\$2,011,776	\$588	\$1,235,713	\$5,683,080	\$4,763,047	\$2,262,737	\$677,545	\$2,940,282	\$2,567,662	\$2,742,799	\$2,742,799	\$2,195,386	\$1,196,095



SUMMARY OF COSTS AND BENEFITS FOR:

Johnson County

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.74

PROJECT: New Trails Multifamily, LLC

Ratio of Present Value of Total Benefits to Present Value of Total Cos 2.75

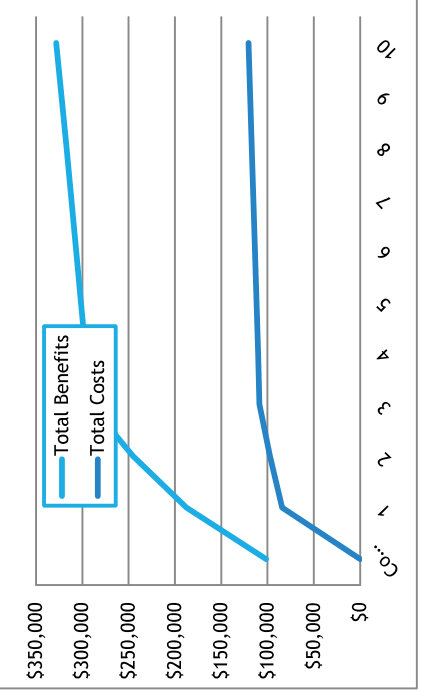
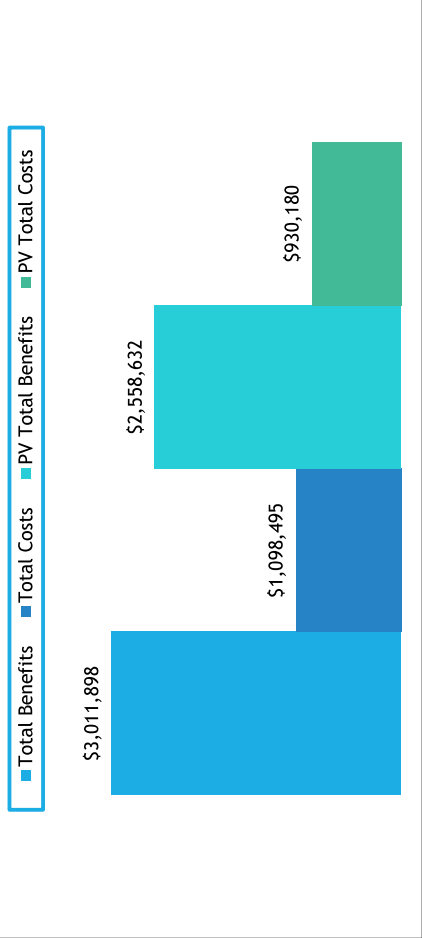
DATE: 1/7/2022

Average ROI

17.42%

DISCOUNT RATE: 3.00%

Year	Sales and Transient Guest Taxes	New Property Taxes	Existing Property Tax	County Enterprise Fund Revenues	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$101,581	\$0	\$0	\$0	\$0	\$101,581	\$101,581	\$0	\$0	\$0	\$0	\$101,581	\$101,581	\$101,581	\$0
1	\$52,952	\$78,923	\$55	\$7,340	\$48,288	\$187,558	\$182,095	\$25,038	\$59,193	\$84,230	\$81,777	\$103,327	\$204,909	\$100,318	\$57,469
2	\$77,281	\$80,107	\$55	\$11,560	\$76,331	\$245,335	\$231,252	\$37,421	\$60,080	\$97,501	\$91,904	\$147,834	\$352,742	\$139,347	\$56,632
3	\$97,663	\$81,309	\$55	\$15,375	\$97,375	\$291,777	\$267,017	\$47,732	\$60,982	\$108,714	\$99,488	\$183,064	\$535,806	\$167,529	\$55,807
4	\$99,120	\$82,529	\$55	\$16,144	\$98,836	\$296,683	\$263,599	\$48,448	\$61,896	\$110,344	\$98,039	\$186,339	\$722,145	\$165,560	\$54,994
5	\$100,599	\$83,766	\$55	\$16,951	\$100,318	\$301,690	\$260,240	\$49,175	\$62,825	\$111,999	\$96,612	\$189,691	\$911,836	\$163,629	\$54,193
6	\$102,101	\$85,023	\$55	\$17,799	\$101,823	\$306,800	\$256,940	\$49,912	\$63,767	\$113,679	\$95,205	\$193,121	\$1,104,956	\$161,736	\$53,404
7	\$103,624	\$86,298	\$55	\$18,689	\$103,350	\$312,016	\$253,698	\$50,661	\$64,724	\$115,385	\$93,818	\$196,632	\$1,301,588	\$159,880	\$52,626
8	\$105,171	\$87,593	\$55	\$19,623	\$104,901	\$317,342	\$250,513	\$51,421	\$65,695	\$117,115	\$92,452	\$200,227	\$1,501,815	\$158,061	\$51,860
9	\$106,741	\$88,907	\$55	\$20,604	\$106,474	\$322,781	\$247,384	\$52,192	\$66,680	\$118,872	\$91,106	\$203,909	\$1,705,723	\$156,279	\$51,105
10	\$108,334	\$90,240	\$55	\$21,634	\$108,071	\$328,335	\$244,312	\$52,975	\$67,680	\$120,655	\$89,779	\$207,680	\$1,913,403	\$154,533	\$50,360
Total	\$1,055,167	\$844,696	\$550		\$945,767	\$3,011,898	\$2,558,632	\$464,973	\$633,522	\$1,098,495	\$930,180	\$1,913,403	\$1,913,403	\$1,628,453	\$538,450



**SUMMARY OF COSTS AND BENEFITS FOR:**

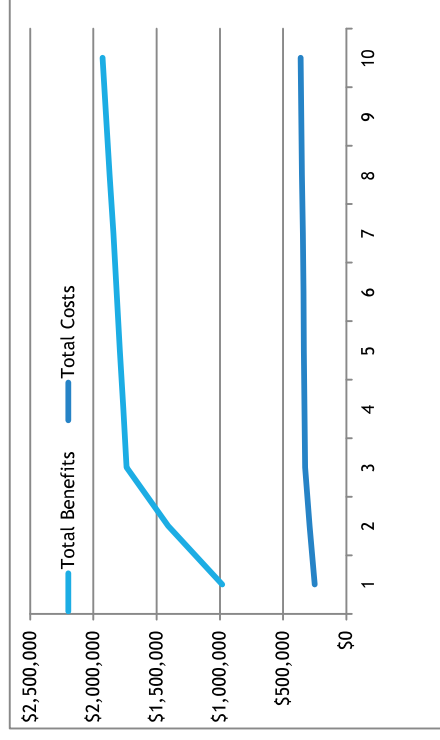
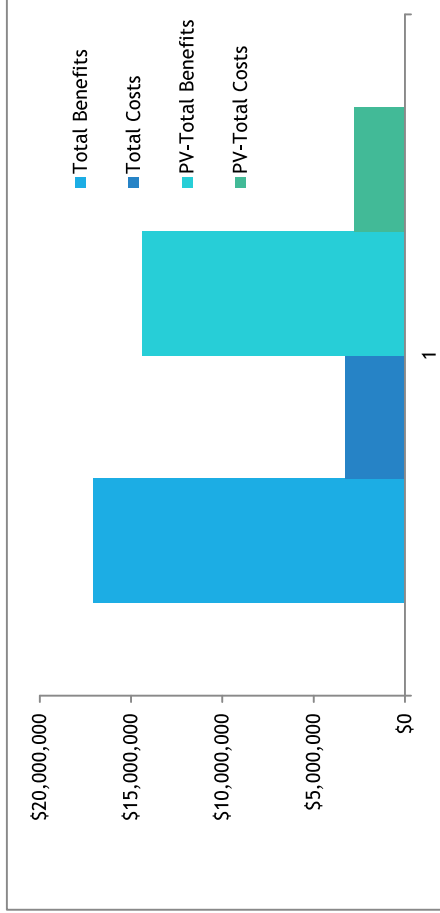
**PROJECT:** New Trails Multifamily, LLC

**DATE:** 1/7/2022

Gardner-Edgerton USD 23

**DISCOUNT RATE:** 3.00%

SUMMARY OF COSTS AND BENEFITS FOR:										Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:					5.20
PROJECT: New Trails Multifamily, LLC										Ratio of Present Value of Total Benefits to Present Value of Total C					5.18
DATE: 1/7/2022		DISCOUNT RATE: 3.00%					(Typical desired ratio would be 1.3 to 1) Average ROI					42.00%			
Year	New Property Taxes	Existing Property Tax	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Benefits	Net Present Value of Taxes Abated	
1	\$233,807	\$187		\$746,136	\$980,130	\$951,582	\$73,511	\$175,355	\$248,866	\$241,618	\$731,264	\$731,264	\$709,965	\$170,248	
2	\$237,314	\$187	\$34,522	\$1,135,993	\$1,408,015	\$1,327,189	\$111,920	\$177,986	\$289,906	\$273,264	\$1,118,109	\$1,849,372	\$1,053,925	\$167,769	
3	\$240,874	\$187	\$35,039	\$1,460,508	\$1,736,608	\$1,589,242	\$143,892	\$180,655	\$324,548	\$297,007	\$1,412,060	\$3,261,432	\$1,292,235	\$165,325	
4	\$244,487	\$187	\$35,565	\$1,482,415	\$1,762,654	\$1,566,095	\$146,051	\$183,365	\$329,416	\$292,682	\$1,433,238	\$4,694,670	\$1,273,413	\$162,918	
5	\$248,154	\$187	\$36,098	\$1,504,652	\$1,789,091	\$1,543,286	\$148,242	\$186,116	\$334,357	\$288,420	\$1,454,734	\$6,149,404	\$1,254,866	\$160,545	
6	\$251,877	\$187	\$36,640	\$1,527,221	\$1,815,924	\$1,520,808	\$150,465	\$188,907	\$339,373	\$284,219	\$1,476,552	\$7,625,955	\$1,236,589	\$158,207	
7	\$255,655	\$187	\$37,190	\$1,550,130	\$1,843,161	\$1,498,658	\$152,722	\$191,741	\$344,463	\$280,080	\$1,498,697	\$9,124,653	\$1,218,578	\$155,903	
8	\$259,490	\$187	\$37,747	\$1,573,382	\$1,870,805	\$1,476,831	\$155,013	\$194,617	\$349,630	\$276,001	\$1,521,175	\$10,645,828	\$1,200,830	\$153,633	
9	\$263,382	\$187	\$38,314	\$1,596,982	\$1,898,864	\$1,455,321	\$157,338	\$197,536	\$354,875	\$271,982	\$1,543,990	\$12,189,818	\$1,183,340	\$151,395	
10	\$267,333	\$187	\$38,888	\$1,620,937	\$1,927,345	\$1,434,125	\$159,698	\$200,500	\$360,198	\$268,021	\$1,567,147	\$13,756,964	\$1,166,104	\$149,190	
Total	\$2,502,372	\$1,865	\$330,003	\$14,198,356	\$17,032,597	\$14,363,138	\$1,398,853	\$1,876,779	\$3,275,632	\$2,773,294	\$13,756,964	\$13,756,964	\$11,589,844	\$1,595,133	



# SUMMARY OF COSTS AND BENEFITS FOR: Johnson Co. Comm. Coll.

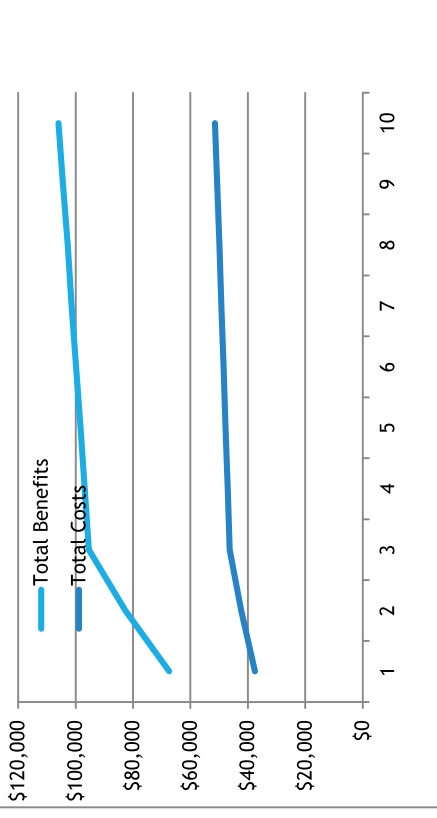
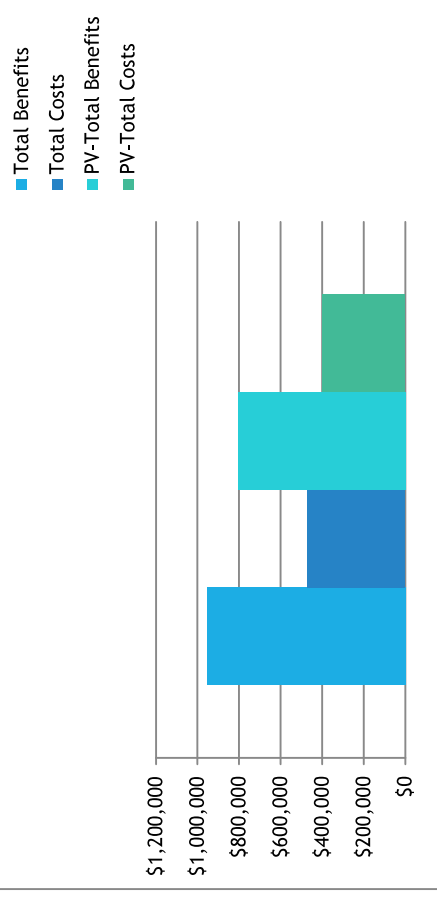
PROJECT: New Trails Multifamily, LLC

DATE: 1/7/2022

DISCOUNT RATE: 3.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.03  
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.02  
(Typical desired ratio would be 1.3 to 1) Average ROI 10.28%

Year	New District Property Taxes	Existing Property Tax Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Benefits	Net Present Value of Taxes Abated
1	\$38,730	\$27	\$28,611	\$67,369	\$65,407	\$8,467	\$29,048	\$37,515	\$36,423	\$29,854	\$29,854	\$28,984	\$28,202
2	\$39,311	\$27	\$43,280	\$82,619	\$77,876	\$12,808	\$29,484	\$42,292	\$39,864	\$40,327	\$70,180	\$38,012	\$27,791
3	\$39,901	\$27	\$55,492	\$95,420	\$87,323	\$16,422	\$29,926	\$46,348	\$42,415	\$49,072	\$119,252	\$44,908	\$27,386
4	\$40,500	\$27	\$56,324	\$96,851	\$86,051	\$16,669	\$30,375	\$47,044	\$41,798	\$49,807	\$169,060	\$44,253	\$26,988
5	\$41,107	\$27	\$57,169	\$98,303	\$84,797	\$16,919	\$30,830	\$47,749	\$41,189	\$50,554	\$219,614	\$43,608	\$26,595
6	\$41,724	\$27	\$58,027	\$99,777	\$83,562	\$17,173	\$31,293	\$48,465	\$40,589	\$51,312	\$270,926	\$42,973	\$26,207
7	\$42,350	\$27	\$58,897	\$101,274	\$82,345	\$17,430	\$31,762	\$49,192	\$39,998	\$52,081	\$323,007	\$42,347	\$25,826
8	\$42,985	\$27	\$59,781	\$102,792	\$81,145	\$17,692	\$32,239	\$49,930	\$39,415	\$52,862	\$375,869	\$41,730	\$25,449
9	\$43,630	\$27	\$60,677	\$104,334	\$79,963	\$17,957	\$32,722	\$50,679	\$38,841	\$53,655	\$429,524	\$41,122	\$25,079
10	\$44,284	\$27	\$61,588	\$105,899	\$78,798	\$18,226	\$33,213	\$51,439	\$38,276	\$54,459	\$483,983	\$40,523	\$24,714
Total	\$414,522	\$270	\$539,847	\$954,638	\$807,268	\$159,764	\$310,891	\$470,655	\$398,808	\$483,983	\$483,983	\$408,460	\$264,236



SUMMARY OF COSTS AND BENEFITS FOR:

County Library

PROJECT: New Trails Multifamily, LLC

DATE: 1/7/2022

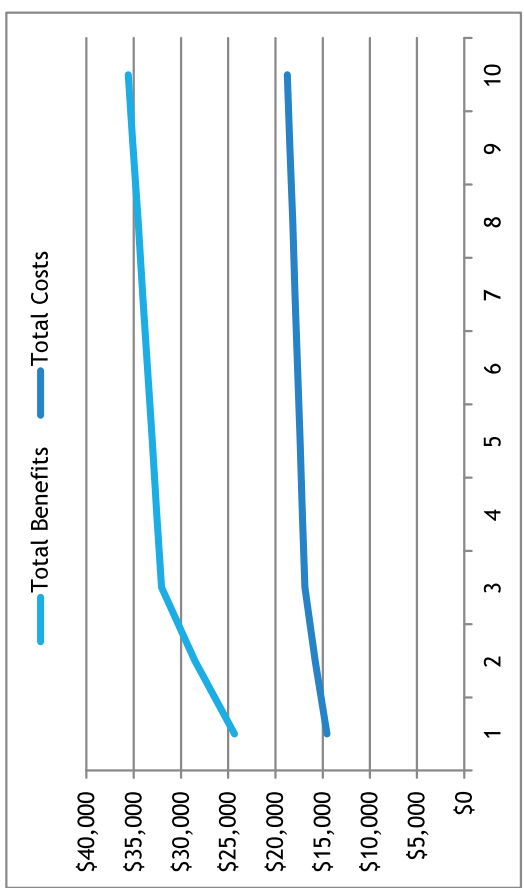
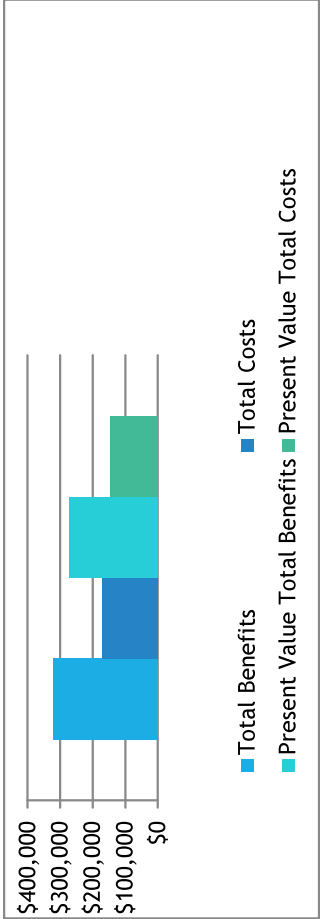
DISCOUNT RATE: 3.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:

Ratio of Present Value of Total Benefits to Present Value of Total Cc

(Typical desired ratio would be 1.3 to 1) Average ROI

Year	New District Property Taxes	Existing Property Tax Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$16,615	\$12	\$7,696	\$24,322	\$23,614	\$2,084	\$12,461	\$14,544	\$14,121	\$9,778	\$9,778	\$9,493	\$12,098
2	\$16,864	\$12	\$11,642	\$28,517	\$26,880	\$3,152	\$12,648	\$15,800	\$14,893	\$12,718	\$22,496	\$11,988	\$11,922
3	\$17,117	\$12	\$14,927	\$32,055	\$29,335	\$4,041	\$12,838	\$16,879	\$15,446	\$15,177	\$37,673	\$13,889	\$11,748
4	\$17,373	\$12	\$15,151	\$32,536	\$28,908	\$4,102	\$13,030	\$17,132	\$15,221	\$15,404	\$53,077	\$13,686	\$11,577
5	\$17,634	\$12	\$15,378	\$33,024	\$28,487	\$4,163	\$13,226	\$17,389	\$15,000	\$15,635	\$68,712	\$13,487	\$11,408
6	\$17,899	\$12	\$15,609	\$33,519	\$28,072	\$4,226	\$13,424	\$17,650	\$14,781	\$15,869	\$84,581	\$13,290	\$11,242
7	\$18,167	\$12	\$15,843	\$34,022	\$27,663	\$4,289	\$13,625	\$17,914	\$14,566	\$16,107	\$100,689	\$13,097	\$11,079
8	\$18,440	\$12	\$16,081	\$34,532	\$27,260	\$4,353	\$13,830	\$18,183	\$14,354	\$16,349	\$117,037	\$12,906	\$10,917
9	\$18,716	\$12	\$16,322	\$35,050	\$26,863	\$4,419	\$14,037	\$18,456	\$14,145	\$16,594	\$133,631	\$12,718	\$10,758
10	\$18,997	\$12	\$16,567	\$35,575	\$26,471	\$4,485	\$14,248	\$18,733	\$13,939	\$16,843	\$150,474	\$12,532	\$10,602
Total	\$177,821	\$116	\$145,215	\$323,152	\$273,551	\$39,312	\$133,366	\$172,678	\$146,465	\$150,474	\$150,474	\$127,086	\$113,352





SUMMARY OF COSTS AND BENEFITS FOR: County Park & Rec.

PROJECT: New Trails Multifamily, LLC

DATE: 1/7/2022

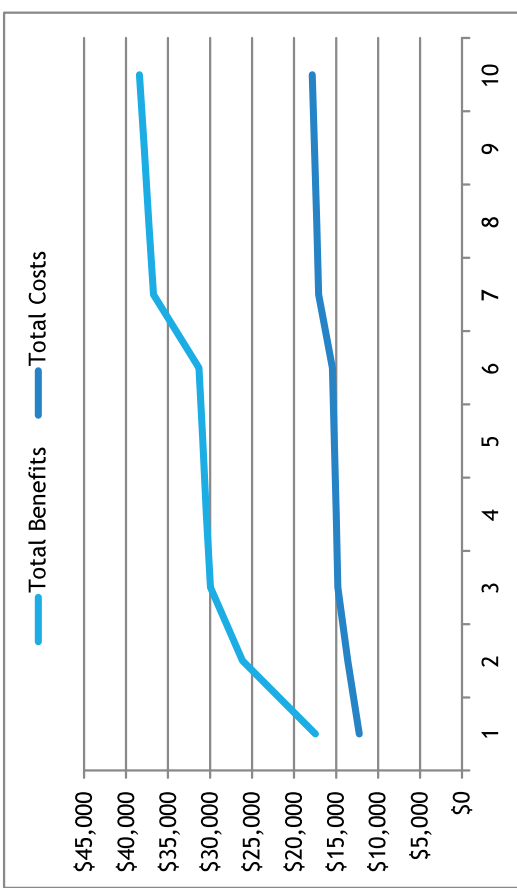
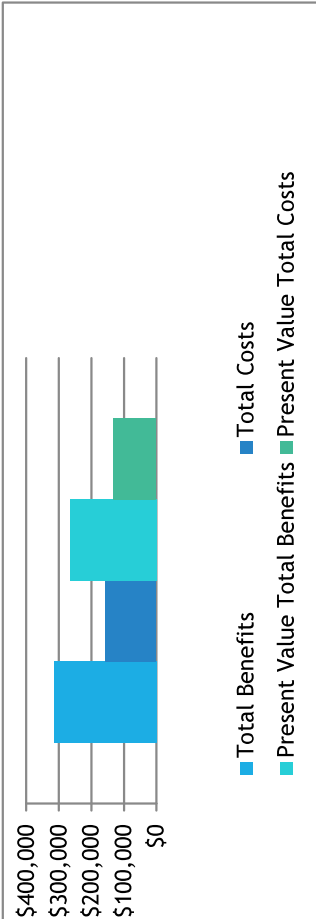
DISCOUNT RATE: 3.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.03

Ratio of Present Value of Total Benefits to Present Value of Total Cc

(Typical desired ratio would be 1.3 to 1) Average ROI 10.27%

Year	New District Property Taxes	Existing Property Tax Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$13,162	\$12	\$4,281	\$17,455	\$16,947	\$2,371	\$9,872	\$12,243	\$11,887	\$5,212	\$5,212	\$5,060	\$9,584
2	\$13,360	\$12	\$12,784	\$26,156	\$24,654	\$3,593	\$10,020	\$13,613	\$12,831	\$12,543	\$17,755	\$11,823	\$9,445
3	\$13,560	\$12	\$16,402	\$29,974	\$27,431	\$4,609	\$10,170	\$14,780	\$13,525	\$15,195	\$32,950	\$13,905	\$9,307
4	\$13,764	\$12	\$16,648	\$30,424	\$27,031	\$4,679	\$10,323	\$15,001	\$13,328	\$15,422	\$48,372	\$13,703	\$9,172
5	\$13,970	\$12	\$16,898	\$30,880	\$26,637	\$4,749	\$10,478	\$15,226	\$13,134	\$15,654	\$64,026	\$13,503	\$9,038
6	\$14,180	\$12	\$17,152	\$31,343	\$26,249	\$4,820	\$10,635	\$15,455	\$12,943	\$15,888	\$79,914	\$13,306	\$8,906
7	\$14,392	\$12	\$22,325	\$36,729	\$29,864	\$6,274	\$10,794	\$17,068	\$13,878	\$19,661	\$99,574	\$15,986	\$8,777
8	\$14,608	\$12	\$22,659	\$37,279	\$29,429	\$6,368	\$10,956	\$17,324	\$13,676	\$19,955	\$119,530	\$15,753	\$8,649
9	\$14,827	\$12	\$22,999	\$37,838	\$29,000	\$6,463	\$11,121	\$17,584	\$13,477	\$20,254	\$139,784	\$15,523	\$8,523
10	\$15,050	\$12	\$23,344	\$38,406	\$28,577	\$6,560	\$11,287	\$17,848	\$13,280	\$20,558	\$160,342	\$15,297	\$8,399
Total	\$140,874	\$116	\$175,494	\$316,483	\$265,819	\$50,486	\$105,655	\$156,141	\$131,960	\$160,342	\$160,342	\$133,859	\$89,800





SUMMARY OF COSTS AND BENEFITS FOR: Fire District #1

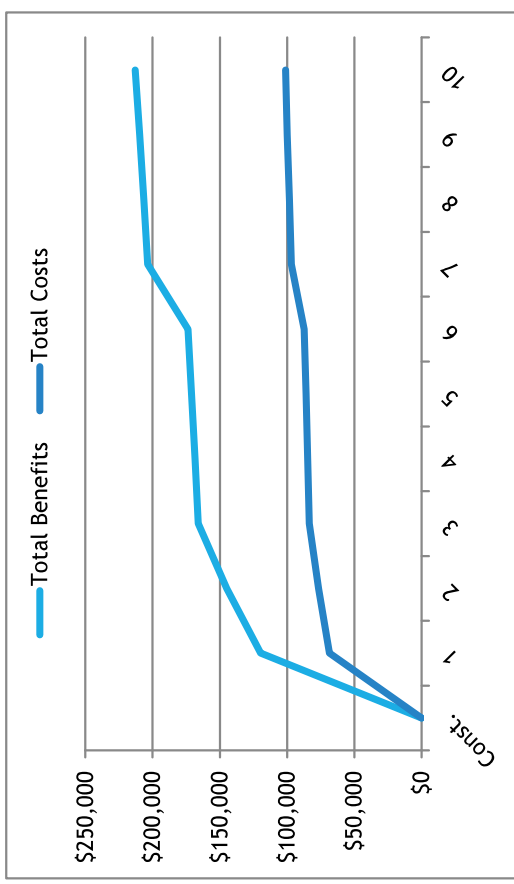
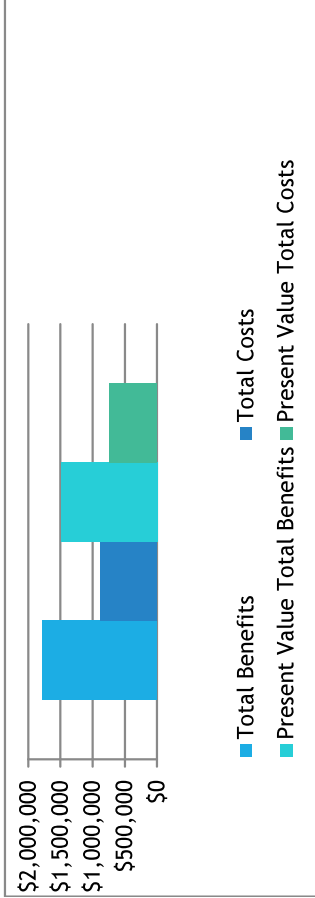
PROJECT: New Trails Multifamily, LLC

DATE: 1/7/2022

DISCOUNT RATE: 3.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.01  
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.00  
(Typical desired ratio would be 1.3 to 1) Average ROI: 10.12%

Year	New District Property Taxes	Existing Property Tax Payment	Other District Revenues	Total Benefits	Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$72,674	\$51	\$46,884	\$119,609	\$116,125	\$14,065	\$54,505	\$68,571	\$66,574	\$51,038	\$51,038	\$49,552	\$52,918
2	\$73,764	\$51	\$71,033	\$144,847	\$136,532	\$21,310	\$55,323	\$76,633	\$72,234	\$68,214	\$119,253	\$64,299	\$52,147
3	\$74,870	\$51	\$91,135	\$166,056	\$151,965	\$27,341	\$56,153	\$83,493	\$76,408	\$82,563	\$201,816	\$75,557	\$51,388
4	\$75,993	\$51	\$92,502	\$168,546	\$149,751	\$27,751	\$56,995	\$84,746	\$75,296	\$83,801	\$285,616	\$74,456	\$50,639
5	\$77,133	\$51	\$93,890	\$171,074	\$147,570	\$28,167	\$57,850	\$86,017	\$74,199	\$85,057	\$370,673	\$73,371	\$49,902
6	\$78,290	\$51	\$95,298	\$173,639	\$145,420	\$28,589	\$58,718	\$87,307	\$73,118	\$86,332	\$457,005	\$72,302	\$49,175
7	\$79,465	\$51	\$124,040	\$203,555	\$165,509	\$37,212	\$59,599	\$96,811	\$78,716	\$106,745	\$563,750	\$86,793	\$48,459
8	\$80,657	\$51	\$125,900	\$206,608	\$163,098	\$37,770	\$60,493	\$98,263	\$77,569	\$108,345	\$672,095	\$85,529	\$47,753
9	\$81,867	\$51	\$127,789	\$209,706	\$160,772	\$38,337	\$61,400	\$99,737	\$76,440	\$109,970	\$782,064	\$84,282	\$47,058
10	\$83,095	\$51	\$129,706	\$212,851	\$158,381	\$38,912	\$62,321	\$101,233	\$75,327	\$111,618	\$893,683	\$83,055	\$46,373
Total	\$777,808	\$506	\$998,178	\$1,776,492	\$1,495,074	\$299,453	\$583,356	\$882,809	\$745,880	\$893,683	\$893,683	\$749,194	\$495,812



**SUMMARY OF COSTS AND BENEFITS FOR:**  
**PROJECT:** New Trails Multifamily, LLC

**DATE:** 1/7/2022

State of Kansas

**DISCOUNT RATE:** 3.00%

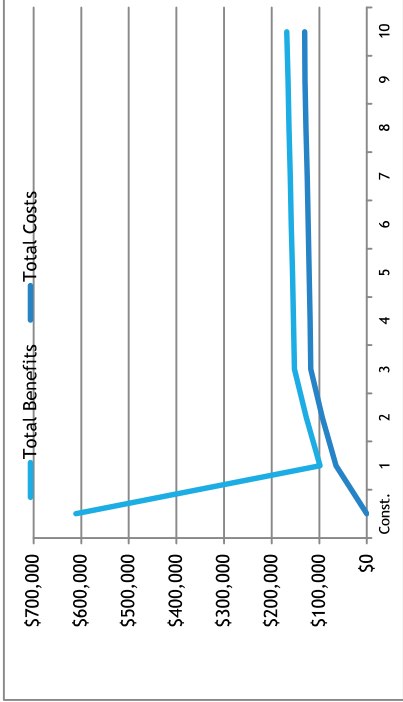
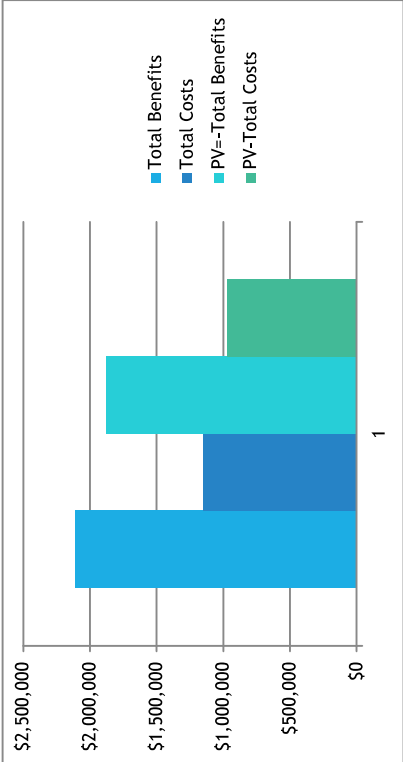
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:**

**Ratio of Present Value of Total Benefits to Present Value of Total Costs:**

(Typical desired ratio would be 1.3 to 1)

**Average ROI**

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	Existing Property Tax Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$447,647	\$0	\$163,245	\$0	\$0	\$610,892	\$610,892	\$0	\$0	\$0	\$0	\$0	\$0	\$610,892	\$610,892	\$610,892	\$0
1	\$39,352	\$6,377	\$16,135	\$4	\$36,356	\$98,225	\$95,364	\$19,681	\$40,524	\$4,783	\$0	\$64,988	\$63,095	\$33,237	\$644,129	\$32,269	\$4,644
2	\$51,132	\$6,473	\$20,729	\$4	\$48,802	\$127,140	\$119,842	\$27,158	\$61,698	\$4,855	\$0	\$93,710	\$88,331	\$33,430	\$677,559	\$31,511	\$4,576
3	\$61,480	\$6,570	\$24,574	\$4	\$59,197	\$151,825	\$138,942	\$33,397	\$79,323	\$4,927	\$0	\$117,647	\$107,664	\$34,178	\$711,737	\$31,278	\$4,509
4	\$62,368	\$6,668	\$24,942	\$4	\$60,085	\$154,068	\$136,888	\$33,898	\$80,512	\$5,001	\$0	\$119,412	\$106,096	\$34,656	\$746,393	\$30,792	\$4,444
5	\$63,270	\$6,768	\$25,316	\$4	\$60,986	\$156,345	\$134,865	\$34,407	\$81,720	\$5,076	\$0	\$121,203	\$104,551	\$35,142	\$781,535	\$30,314	\$4,379
6	\$64,185	\$6,870	\$25,696	\$4	\$61,901	\$158,656	\$132,872	\$34,923	\$82,946	\$5,152	\$0	\$123,021	\$103,028	\$35,635	\$817,170	\$29,844	\$4,315
7	\$65,113	\$6,973	\$26,082	\$4	\$62,829	\$161,002	\$130,909	\$35,447	\$84,190	\$5,230	\$0	\$124,866	\$101,528	\$36,135	\$853,306	\$29,381	\$4,252
8	\$66,056	\$7,078	\$26,473	\$4	\$63,772	\$163,383	\$128,976	\$35,978	\$86,735	\$5,308	\$0	\$128,021	\$101,061	\$35,361	\$888,667	\$27,915	\$4,190
9	\$67,013	\$7,184	\$26,870	\$4	\$64,728	\$165,799	\$127,071	\$36,518	\$88,036	\$5,388	\$0	\$129,942	\$99,589	\$35,858	\$924,525	\$27,482	\$4,129
10	\$67,984	\$7,292	\$27,273	\$4	\$65,699	\$168,252	\$125,195	\$37,066	\$88,036	\$5,469	\$0	\$130,570	\$97,156	\$37,682	\$962,207	\$28,039	\$4,069
Total	\$1,055,600	\$68,253	\$407,335	\$44	\$584,356	\$2,115,588	\$1,881,816	\$328,472	\$773,720	\$51,190	\$0	\$1,153,381	\$972,100	\$962,207	\$962,207	\$909,716	\$43,508



## New Trails Multifamily, LLC

### Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	8	8
Construction jobs created	250	
Number of New Residents in the Community	277	676
Number of Additional Students in the Local School District	47	89
Increase in Local Personal Incomes	\$5,668,430	\$117,706,956
Increase in Local Retail Sales	\$5,365,807	\$101,907,533
Increase in the Community's Property Tax Base	\$45,131,139	\$45,131,139
		<b>Property Taxes</b>
Estimated new annual tax revenues after 10 years:	City	\$97,959
	County	\$91,594
	School	\$271,344
	Comm. Coll.	\$44,948
	Library	\$19,282
	P & R	\$15,276
	Fire Dist.	\$84,341
	State	\$7,401
	<b>Totals</b>	<b>\$632,144</b>

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

Page No. 2022 – 1

January 3, 2022

The City Council of the City of Gardner, Kansas met in regular session on January 3, 2022, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Tory Roberts, and Steve Shute. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

**CALL TO ORDER**

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Winters led those present in the Pledge of Allegiance.

**PRESENTATIONS**

**PUBLIC HEARINGS**

**PUBLIC COMMENTS**

No members of the public came forward.

**CONSENT AGENDA**

1. **Standing approval of the minutes as written for the regular meeting on December 20, 2021**
2. **Standing approval of City expenditures prepared December 17, 2021 in the amount of \$1,695,973.88**
3. **Consider authorizing an addendum with Burns & McDonnell for construction services on the I-35 and Gardner Road Interchange project**
4. **Consider authorizing the execution of a Professional Services and Support Agreement for hosting, licensing, and support services for smart meter infrastructure**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**PLANNING & ZONING CONSENT AGENDA**

**COMMITTEE RECOMMENDATIONS**

**OLD BUSINESS**

**NEW BUSINESS**

1. **Consider applicants for City Council**

Mayor Todd Winters shared that the vacancy process is transparent, fair and equitable. The applications were released to the public, the interview process and questions were released to the applicants. Each applicant is asked the same set of questions and given the same time limit. When the vacancy opened, staff followed the process in the charter ordinance. There was a notice in the newspaper, online and social media. The application deadline was December 20. Six original applicants were reviewed by the governing body, but one applicant has withdrawn. The interviews will be conducted in alphabetical order by last name. Each applicant will provide a 2-minute opening statement. They will be asked a set of three questions and the governing body will be allowed to ask follow up questions. Each applicant will provide a 1-minute closing statement. The governing body will rank their choices with 1 being their top choice.

The full interviews can be viewed here: <https://www.youtube.com/watch?v=lymUPQ4NSo8>

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

Page No. 2022 - 2

January 3, 2022

Mayor Winters thanked the candidates for coming out. He appreciates their ideas and thoughts. The governing body will turn their ranking sheets over to the city clerk. If there is consensus with three '1' rankings for the same applicant, they will not go into a second ranking. Councilmember Shute asked if they have a selection this evening, would they be sworn in tonight. Winters confirmed, if they have a majority vote, the applicant would be sworn in this evening.

City Clerk Rose tallied the results. City Attorney Denk certified them. Mayor Winters noted consensus with a majority choosing the same top applicant and there will be no second ranking. The top ranked applicant receiving three '1' rankings is Erik Potter.

Councilmember Baldwin made a motion to appoint Erik Potter to the City Council seat with a term expiring in December 2023.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Councilmember Shute thanked everyone who put themselves through the interview process. Please consider joining a committee.

City Clerk Rose administered the Oath of Office to Erik Potter.

**2. Consider selecting a President and Vice-President of the Council**

Mayor Todd Winters said they needed to select a president and vice president of the council. He opened the nominations. Councilmember Shute requested a summary of the duties of the offices. Winters said in absence of the mayor, the president assumes the duties of the mayor, and the vice-president does the same in the absence of the mayor and president.

Mayor Winters asked for nominations for president. Councilmember Shute nominated Councilmember Baldwin to be appointed as council president.

Councilmember Deaton seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Mayor Winters opened nominations for vice president. Councilmember Roberts nominated herself to be appointed as council vice-president. She has served four years and would provide a unique, fair, and dedicated voice.

The motion failed due to lack of second.

Mayor Winters nominated Councilmember Shute. Shute said the mayor can't nominate. City Attorney Denk said the GBROP states it is "appointed from members of the city council by a majority vote", so that does not include the mayor. Councilmember Deaton nominated Councilmember Shute to be appointed as council vice-president.

Councilmember Baldwin seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**3. Consider adopting a resolution describing the corporate limits and boundaries of the city**

Public Works Director Kellen Headlee said this a housekeeping item. Kansas statute requires the city to update the corporate limits description every year when the limits of the city have changed over the previous year. In 2021, the council adopted several ordinances incorporating properties by annexation. This resolution would update the corporate limits to include those properties.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

Page No. 2022 - 3

January 3, 2022

Councilmember Baldwin made a motion to adopt a resolution describing the Corporate Limits and Boundaries of the City of Gardner, Johnson County, Kansas, a city of the second class.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2098.

Baldwin:	Yes
Deaton:	Yes
Roberts:	Yes
Shute:	Yes
Potter:	Yes

**COUNCIL UPDATES**

Chief Belcher said they lost two members last week to retirement. He wishes them the best as they move on to future endeavors.

City Clerk Rose noted there are openings on several committees, and recommends revising the interview teams now that members and seats have changed. The Planning Commission and EDAC need an additional member on the interview team. Councilmember Shute said he would like to fill the opening on the Planning Commission team. Mayor Winters asked if Councilmember Potter would fill the opening on the EDAC team. Potter agreed.

Director Garcia said they energized and placed in service the electric infrastructure for Prairie Trace Meadows and Estates. The water is in. The east lift station is completed. They will do the final commissioning next week. The east interceptor is in place; they are working on the west interceptor. They should have the final design on the west lift station in two weeks. The primary infrastructure is in place.

Councilmember Deaton said she was invited to speak to a Cub Scout den next week.

Councilmember Shute asked Finance Director Wolff about the city's current financial position. They are experiencing compensation issues that need to be addressed. City Administrator Pruetting said staff will provide something more comprehensive soon.

Councilmember Potter thanked the governing body for the opportunity.

Mayor Winters thanked Parks for working with a resident to get a plaque on a bench honoring someone who recently passed away.

**EXECUTIVE SESSION**

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember Shute and seconded by Councilmember Deaton the meeting adjourned at 8:27p.m.

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City Clerk

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0005127	00	ACULAS HEALTH LLC							
10296		006638		00	12/30/2021	601-1230-412.31-15	PCP	450.00	
							VENDOR TOTAL *	450.00	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
73441		006639		00	12/30/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,145.80
							VENDOR TOTAL *	.00	3,145.80
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
55551		006640		00	12/30/2021	001-1140-411.31-15	TIME & ELIGIBILITY SVCS	EFT:	103.95
							VENDOR TOTAL *	.00	103.95
0000566	00	AMERICAN TOPSOIL, INC.							
137554		006652		00	12/30/2021	521-4230-442.52-12	PULV	EFT:	198.00
							VENDOR TOTAL *	.00	198.00
0001986	00	ANIXTER, INC.							
5062420-00		PI0709	007807	00	10/28/2021	501-4130-441.52-31	TRANSFORMERS	EFT:	9,859.63
5045935-01		006653		00	12/30/2021	501-4130-441.52-31	WEDGE TOP CONNECTOR	EFT:	1,456.02
5063600-02		006654		00	12/30/2021	501-4130-441.52-31	TRANSFORMER PAD	EFT:	3,326.29
5106835-00		006655		00	12/30/2021	501-4130-441.62-15	TRANSFORMER SPADE LUGS	EFT:	2,061.46
5138402-01		006656		00	12/30/2021	501-4130-441.52-31	WR815	EFT:	87.36
5145858-00		006657		00	12/30/2021	501-4130-441.43-01	BUILDING LIGHTS	EFT:	979.25
							VENDOR TOTAL *	.00	17,770.01
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-12162021		006658		00	12/30/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	173.78
7589-12162021		006659		00	12/30/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	13.78
7589-12162021		006660		00	12/30/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	13.78
							VENDOR TOTAL *	.00	201.34
0003913	00	ARMSCOR CARTRIDGE INC							
2207		PI0719	007859	00	12/21/2021	001-2120-421.52-20	DEPARTMENT AMMO	6,700.00	
							VENDOR TOTAL *	6,700.00	
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
79063221		PI0717	007725	00	12/17/2021	501-4130-441.31-15	TREE TRIMMING	EFT:	4,423.20
							VENDOR TOTAL *	.00	4,423.20
0003515	00	AUGUSTINE EXTERMINATORS INC							
2324512		006641		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2324505		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	29.87
2324505		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	29.87
2324499		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2324396		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
2324500		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2324504		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2324502		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2324510		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
2324509		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	25.75



PROGRAM: GM339L

AS OF: 12/30/2021

PAYMENT DATE: 12/30/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
-----									
0003515	00	AUGUSTINE EXTERMINATORS INC							
2324506		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2324507		006642		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	58.71
2324508		006643		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2324503		006643		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	96.00
2324511		006643		00	12/30/2021	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
VENDOR TOTAL *								.00	641.90
0004092	00	BANK OF NEW YORK MELLON							
252-2418964		006661		00	12/30/2021	301-9100-491.71-03	2012A PBC ADMIN FEE	EFT:	1,000.00
VENDOR TOTAL *								.00	1,000.00
0005188	00	BRIGHT CONSULTING SERVICE							
SOW-102		PI0708	007854	00	12/13/2021	001-7120-471.46-01	NAVILINE TRAINING	EFT:	10,060.00
VENDOR TOTAL *								.00	10,060.00
0004379	00	C&B EQUIPMENT MIDWEST							
12653-00		006662		00	12/30/2021	531-4320-443.31-15	HEATER MOTOR	EFT:	235.83
VENDOR TOTAL *								.00	235.83
0000414	00	CAPITAL ELECTRIC LINE BUILDERS INC.							
PAY APP 1		PI0710	007624	00	11/29/2021	130-3130-431.62-19	TRAFFIC SIGNAL	38,923.65	
PAY APP 2		PI0715	007624	00	12/28/2021	130-3130-431.62-19	TRAFFIC SIGNAL	171,396.09	
VENDOR TOTAL *								210,319.74	
0003080	00	CATES HEATING & AIR COND SVC INC							
11072705		006663		00	12/30/2021	501-4130-441.43-02	HEATER REPAIR	EFT:	290.32
11072727		006664		00	12/30/2021	603-3150-431.31-15	HVAC REPAIR	EFT:	960.00
VENDOR TOTAL *								.00	1,250.32
0000001	00	CENTURYLINK							
313239127	1221	006665		00	12/30/2021	531-4320-443.40-03	MONTHLY BILLING	282.66	
313440714	1221	006643		00	12/30/2021	551-4520-445.40-03	MONTHLY BILLING	215.43	
314117591	1221	006644		00	12/30/2021	602-1340-413.40-03	MONTHLY BILLING	1,636.28	
VENDOR TOTAL *								2,134.37	
0000602	00	CERTIFIED LABORATORIES							
7608343		006666		00	12/30/2021	001-3116-431.52-20	CLEANER	EFT:	239.46
VENDOR TOTAL *								.00	239.46
0002321	00	CES							
OLA/059907		006667		00	12/30/2021	501-4120-441.52-12	STRAIGHT PLUG 6FT	EFT:	6.45
VENDOR TOTAL *								.00	6.45
0099999	00	CHARLES ROPATI STANFORD							
94189		006637		00	12/30/2021	001-0000-228.30-00	BOND REFUND	75.00	
VENDOR TOTAL *								75.00	
0000429	00	CINTAS FIRE PROTECTION							
5088633923		006668		00	12/30/2021	521-4220-442.31-15	MONTHLY BILLING	EFT:	72.37



VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
-----									
0000429	00	CINTAS FIRE PROTECTION							
VENDOR TOTAL *								.00	72.37
0001842	00	CITY OF OLATHE							
64253		006670		00	12/30/2021	521-4220-442.31-15	LAB TESTING OF EFFLUENT	EFT:	156.00
64252		006669		00	12/30/2021	531-4320-443.31-15	LABWORK ON SAMPLES	EFT:	400.00
VENDOR TOTAL *								.00	556.00
0099999	00	CONESTOGA TITLEHOLDER, LLC							
000059593		UT		00	12/21/2021	501-0000-229.00-00	MANUAL CHECK	672.64	
VENDOR TOTAL *								672.64	
0004812	00	CRAFT, AMY							
12172021		006671		00	12/30/2021	601-1230-412.46-01	MILEAGE REIMBURSEMENT	61.60	
VENDOR TOTAL *								61.60	
0000288	00	CROFT TRAILER SUPPLY, INC.							
504170		006672		00	12/30/2021	501-4130-441.52-12	WIRING PLUGS-SHOP STOCK	EFT:	26.54
VENDOR TOTAL *								.00	26.54
0003481	00	DPC INDUSTRIES INC							
817003442-21		006673		00	12/30/2021	521-4220-442.52-13	CHLORINE	EFT:	1,008.00
VENDOR TOTAL *								.00	1,008.00
0099999	00	ECONOMIC AND EMPLOYMENT							
000064421		UT		00	12/29/2021	501-0000-229.00-00	MANUAL CHECK	999.00	
VENDOR TOTAL *								999.00	
0004946	00	EVERGY							
7011930732	1221006674			00	12/30/2021	531-4320-443.40-05	MONTHLY BILLING	266.63	
VENDOR TOTAL *								266.63	
0000086	00	GALLS, LLC							
020007048		006644		00	12/30/2021	001-2110-421.53-02	UNIFORMS	EFT:	74.70
020030293		006644		00	12/30/2021	001-2110-421.53-02	UNIFORMS	EFT:	54.94
019995729		006644		00	12/30/2021	001-2120-421.53-02	UNIFORMS	EFT:	25.98
VENDOR TOTAL *								.00	155.62
0099999	00	GARDNER EDGERTON HIGH SCHOOL;							
BMP COST SHARE		006644		00	12/30/2021	560-3120-431.54-99	BMP PROGRAM REIMBURSEMENT	1,000.00	
VENDOR TOTAL *								1,000.00	
0000028	00	GARDNER NEWS							
122100059		006675		00	12/30/2021	001-1130-411.31-15	AD-INSTALLATION CEREMONY	EFT:	420.00
VENDOR TOTAL *								.00	420.00
0000181	00	GRAINGER							
9138194312		006676		00	12/30/2021	521-4220-442.52-12	DRUM FAUCET & TAP	EFT:	46.09
9138580437		006677		00	12/30/2021	521-4220-442.52-20	SYNTHETIC GEAR OIL	EFT:	47.74
9145644051		006678		00	12/30/2021	521-4220-442.52-12	HOSE BIBB	EFT:	9.29

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
-----										
0000181	00	GRAINGER								
VENDOR TOTAL *								.00		103.12
0000013	00	HACH COMPANY								
12724133		006679		00	12/30/2021	521-4220-442.52-12	TUBING KIT	EFT:		95.70
VENDOR TOTAL *								.00		95.70
0000481	00	HOLLIDAY SAND AND GRAVEL								
1500319691		006680		00	12/30/2021	521-4230-442.52-12	LANDFILL	EFT:		500.50
VENDOR TOTAL *								.00		500.50
0005040	00	HSA BANK COBRA								
COG11262021		006681		00	12/30/2021	001-1140-411.31-15	COBRA ADMIN FEES	150.00		
COG12272021		006682		00	12/30/2021	001-1140-411.31-15	COBRA ADMIN FEES	145.00		
VENDOR TOTAL *								295.00		
0000102	00	ICMA RETIREMENT TRUST - 457								
666650		006647		00	12/28/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	7,748.84
VENDOR TOTAL *								.00		7,748.84
0004633	00	INTEGRITY LOCATING SERVICES, LLC								
5604		PI0711	007855	00	11/10/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:		1,589.00
5604		PI0712	007855	00	11/10/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:		1,589.00
5604		PI0713	007855	00	11/10/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:		1,589.00
5604		PI0714	007855	00	11/10/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:		1,589.00
VENDOR TOTAL *								.00		6,356.00
0000107	00	JOHNSON COUNTY RECORDS & TAX ADMIN								
T20210088722		006644		00	12/30/2021	001-3130-431.31-10	RECORDING FEES	140.00		
VENDOR TOTAL *								140.00		
0002760	00	KA-COMM, INC								
182074		006644		00	12/30/2021	001-2110-421.43-02	RADIO REPAIRS	EFT:		15.83
VENDOR TOTAL *								.00		15.83
0004118	00	KANSAS BUREAU OF INVESTIGATION								
096192		006644		00	12/30/2021	001-0000-207.10-30	K20-00528 MUHAMMAD	400.00		
101829		006644		00	12/30/2021	001-0000-207.10-30	K21-00328 BISHOP	400.00		
VENDOR TOTAL *								800.00		
0000300	00	KANSAS DEPT OF REVENUE								
1354-T2KG-848H		006644		00	12/27/2021	001-0000-207.20-00	NOV 21 SALES TAX	CHECK #:	103	6.62
1354-43R4-RY67		006644		00	12/27/2021	501-0000-207.20-00	NOV 21 SALES TAX	CHECK #:	103	58,542.30
1354-FC3T-73TF		006644		00	12/27/2021	501-4110-441.48-02	NOV 21 USE TAX	CHECK #:	103	36.22
1354-FC3T-73TF		006644		00	12/27/2021	501-4120-441.48-02	NOV 21 USE TAX	CHECK #:	103	70.71
1354-FC3T-73TF		006644		00	12/27/2021	501-4130-441.48-02	NOV 21 USE TAX	CHECK #:	103	4,385.13
1354-FC3T-73TF		006644		00	12/27/2021	501-4140-441.63-73	NOV 21 USE TAX	CHECK #:	103	769.94
1354-FC3T-73TF		006644		00	12/27/2021	501-4140-441.62-15	NOV 21 USE TAX	CHECK #:	103	68.97
1354-FC3T-73TF		006644		00	12/27/2021	501-4140-441.62-15	NOV 21 USE TAX	CHECK #:	103	2.84
1354-T2KG-848H		006644		00	12/27/2021	551-0000-207.20-00	NOV 21 SALES TAX	CHECK #:	103	596.02

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000300	00	KANSAS DEPT OF REVENUE							
1354-FC3T-73TF		006644		00	12/27/2021	603-3150-431.48-02	NOV 21 USE TAX	CHECK #:	137.16
1354-FC3T-73TF		006644		00	12/27/2021	604-1320-413.48-02	NOV 21 USE TAX	CHECK #:	833.48
							VENDOR TOTAL *	.00	63,909.51
0000487	00	KANSAS DEPT OF REVENUE							
DEC 2021		006645		00	12/30/2021	001-1150-411.48-01	CMB LICENSE	25.00	
							VENDOR TOTAL *	25.00	
0002489	00	KPERS							
1626515		006648		00	12/30/2021	721-0000-202.03-01	123021 PAY PERIOD	CHECK #:	38,835.44
							VENDOR TOTAL *	.00	38,835.44
0002490	00	KPF							
1626518		006649		00	12/30/2021	721-0000-202.03-02	123021 PAY PERIOD	CHECK #:	32,825.26
							VENDOR TOTAL *	.00	32,825.26
0001103	00	KUTAK ROCK LLP							
2975737		PI0721 007867	00	12/17/2021	001-1130-411.31-15	PROF. LEGAL SERVICES		EFT:	7,228.69
2975739		006684	00	12/30/2021	001-1130-411.31-15	PROFESSIONAL SERVICES		EFT:	1,725.97
2975738		006683	00	12/30/2021	108-1130-411.31-02	PROFESSIONAL SERVICES		EFT:	3,798.60
							VENDOR TOTAL *	.00	12,753.26
0004949	00	LEGAL RECORD, THE							
L94439		006685		00	12/30/2021	521-4210-442.47-01	RFP POST	EFT:	33.96
							VENDOR TOTAL *	.00	33.96
0099999	00	MARTENS FAMILY ENTERPRISES							
000035017		UT		00	12/28/2021	501-0000-229.00-00	FINAL BILL REFUND	107.13	
							VENDOR TOTAL *	107.13	
0005066	00	MARTIN MECHANICAL, INC							
21TV0035		PI0705 007851	00	10/04/2021	603-3150-431.31-15	HVAC REPAIR		EFT:	7,481.00
							VENDOR TOTAL *	.00	7,481.00
0099999	00	MCANANY CONSTRUCTION							
000042455		UT		00	12/22/2021	501-0000-229.00-00	FINAL BILL REFUND	387.14	
							VENDOR TOTAL *	387.14	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
909513		006686		00	12/30/2021	001-1120-411.31-02	LEGAL SERVICES	EFT:	4,690.00
							VENDOR TOTAL *	.00	4,690.00
0004879	00	MKEC ENGINEERING, INC.							
182410		PI0707 007535	00	12/16/2021	117-3130-431.62-07	PROFESSIONAL SVCS		EFT:	1,000.00
							VENDOR TOTAL *	.00	1,000.00
0000132	00	NATIONAL SIGN CO., INC.							
IN-198956		006644		00	12/30/2021	001-3120-431.52-10	SIGNS	EFT:	515.90
							VENDOR TOTAL *	.00	515.90
0004957	00	NEXGRID, LLC							

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
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0004957	00	NEXGRID, LLC								
2021389		PI0720	007864	00	12/14/2021	501-4130-441.52-31	INTELAMETER KV2C	EFT:		5,131.91
VENDOR TOTAL *								.00		5,131.91
0002813	00	NOVATECH, LLC								
27075		006687		00	12/30/2021	501-4120-441.31-15	SCADA WORK	EFT:		990.00
VENDOR TOTAL *								.00		990.00
0000144	00	O'REILLY AUTOMOTIVE, INC.								
0354-246993		006688		00	12/30/2021	501-4130-441.52-04	FILTERS FOR PM TR# 408	EFT:		85.37
0354-246994		006689		00	12/30/2021	501-4130-441.52-09	OIL FOR PM TR# 408	EFT:		109.42
0354-247005		006690		00	12/30/2021	501-4130-441.52-12	GREASE FTG, COUPLER	EFT:		41.89
0354-247005		006691		00	12/30/2021	501-4130-441.52-09	BRAKE PRTS, CLEANER-STOCK	EFT:		26.14
0354-249091		006692		00	12/30/2021	501-4130-441.52-09	ANTIFREEZE - SHOP SUPPLY	EFT:		223.22
0354-249092		006693		00	12/30/2021	501-4130-441.52-09	DIESEL FUEL ADDITIVE	EFT:		85.38
VENDOR TOTAL *								.00		571.42
0000142	00	OLATHE WINWATER WORKS								
166294	00	006694		00	12/30/2021	521-4230-442.52-31	WATER METER	EFT:		3,600.00
166646	00	006695		00	12/30/2021	521-4230-442.52-12	HYDRANTS	EFT:		4,600.00
167722	00	006696		00	12/30/2021	521-4230-442.52-12	MEGA LUG/T BOLTS	EFT:		1,648.00
167722	02	006697		00	12/30/2021	521-4230-442.52-12	BOLTS	EFT:		875.00
167844	00	006698		00	12/30/2021	521-4230-442.52-12	HYDRANTS	EFT:		4,600.00
167845	00	006699		00	12/30/2021	521-4230-442.52-12	HYDRANTS	EFT:		2,300.00
167926	00	006700		00	12/30/2021	521-4230-442.52-31	SADDLE	EFT:		2,750.00
167926	00	006701		00	12/30/2021	521-4230-442.52-12	CLAMP	EFT:		510.00
VENDOR TOTAL *								.00		20,883.00
0000256	00	OTTAWA COOP								
48397	1121	006702		00	12/30/2021	001-3120-431.52-09	DIESEL FUEL	EFT:		250.00
VENDOR TOTAL *								.00		250.00
0001569	00	PAYCOR, INC								
INV02969011		006650		00	12/29/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	514.18
VENDOR TOTAL *								.00		514.18
0004385	00	POMP'S TIRE SERVICE, INC.								
1180054361		006703		00	12/30/2021	521-4230-442.52-04	NEW TIRE	EFT:		863.36
VENDOR TOTAL *								.00		863.36
0005041	00	QUADIENT FINANCE USA								
10102021		006704		00	12/30/2021	001-1330-413.47-04	POSTAGE		34.59	
11082021		006706		00	12/30/2021	001-1330-413.47-04	POSTAGE		51.98	
12092021		006708		00	12/30/2021	001-1330-413.47-04	POSTAGE		105.04	
10102021		006705		00	12/30/2021	001-2110-421.47-04	POSTAGE		218.84	
11082021		006707		00	12/30/2021	001-2110-421.47-04	POSTAGE		262.09	
12092021		006709		00	12/30/2021	001-2110-421.47-04	POSTAGE		138.76	
VENDOR TOTAL *								811.30		
0004625	00	RENAISSANCE INFRASTRUCTURE CONSULT								

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0004625	00	RENAISSANCE	INFRASTRUCTURE	CONSULT						
21-0932		PI0706	007712	00	11/30/2021	117-3130-431.62-07	CONTRACTED WORK	EFT:		12,760.80
							VENDOR TOTAL *	.00		12,760.80
0004120	00	RIVER GROUP	DESIGN							
GRD079		006710		00	12/30/2021	001-1120-411.47-02	GRAPHIC DESIGN	EFT:		280.00
							VENDOR TOTAL *	.00		280.00
0099999	00	ROBERT L RUSH JR								
103251		006636		00	12/30/2021	001-0000-228.30-00	BOND REFUND	1,250.00		
							VENDOR TOTAL *	1,250.00		
0000160	00	SHAWNEE COPY	CENTER INC.							
128596		006645		00	12/30/2021	001-2110-421.47-02	ENVELOPES	EFT:		255.00
							VENDOR TOTAL *	.00		255.00
0001566	00	STAPLES BUSINESS	ADVANTAGE							
8064550747		006711		00	12/30/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:		93.26
							VENDOR TOTAL *	.00		93.26
0004785	00	SUMNERONE, INC								
3073505		006712		00	12/30/2021	501-4110-441.43-02	MONTHLY BILLING	EFT:		28.58
3080355		006713		00	12/30/2021	501-4130-441.43-02	MONTHLY BILLING	EFT:		14.34
3075152		006645		00	12/30/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:		121.00
3074445		006645		00	12/30/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:		162.35
							VENDOR TOTAL *	.00		326.27
0004482	00	SUPERION, LLC								
341281		PI0722	007869	00	12/28/2021	602-1340-413.47-05	ANALYTICS NOW UPGRADE	EFT:		1,520.00
341282		PI0723	007869	00	12/28/2021	602-1340-413.47-05	ANALYTICS NOW UPGRADE	EFT:		760.00
341175		PI0724	007870	00	12/27/2021	602-1340-413.47-05	ELEARNING ANNUAL FEE	EFT:		1,890.00
							VENDOR TOTAL *	.00		4,170.00
0000203	00	SUPERIOR BOWEN	ASPHALT, L.L.C.							
33171		006645		00	12/30/2021	117-3120-431.43-06	ASPHALT	EFT:		474.75
							VENDOR TOTAL *	.00		474.75
0002067	00	TURN-KEY MOBILE, INC								
34238		006645		00	12/30/2021	602-1340-413.52-06	SOFTWARE	EFT:		3,967.00
34497		PI0718	007857	00	12/21/2021	602-1340-413.52-06	COMPUTER PURCHASE	EFT:		5,444.00
							VENDOR TOTAL *	.00		9,411.00
0000819	00	UNITED LABORATORIES								
INV330230		006714		00	12/30/2021	531-4330-443.52-13	H2S BLOCKS	EFT:		3,639.23
							VENDOR TOTAL *	.00		3,639.23
0001126	00	VALIDITY SCREENING	SOLUTIONS							
212215		006645		00	12/30/2021	601-1230-412.31-15	BACKGROUND CHECK	EFT:		402.00
							VENDOR TOTAL *	.00		402.00
0000746	00	VANCE BROTHERS, INC								



VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000746	00	VANCE BROTHERS, INC							
ZL00062954		006645		00	12/30/2021	117-3120-431.43-06	SUPPLIES	EFT:	348.40
VENDOR TOTAL *								.00	348.40
0002540	00	VF ANDERSON BUILDERS, LLC							
PAY APP 5		PI0716	007643	00	12/21/2021	531-4340-443.62-10	CONSTRUCTION	EFT:	64,109.80
VENDOR TOTAL *								.00	64,109.80
0003221	00	WEX BANK							
76729187		006716		00	12/30/2021	001-2110-421.52-09	FUEL	EFT:	105.40
76729187		006717		00	12/30/2021	001-2120-421.52-09	FUEL	EFT:	5,474.44
76729187		006719		00	12/30/2021	001-2120-421.43-05	FLEET SERVICE	EFT:	341.44
76729187		006718		00	12/30/2021	001-2130-421.52-09	FUEL	EFT:	139.62
76729187		006722		00	12/30/2021	001-3116-431.52-09	FUEL	EFT:	70.03
76729187		006723		00	12/30/2021	001-3120-431.52-09	FUEL	EFT:	1,446.49
76729187		006721		00	12/30/2021	001-3130-431.52-09	FUEL	EFT:	299.46
76729187		006725		00	12/30/2021	001-6120-461.52-09	FUEL	EFT:	359.61
76729187		006720		00	12/30/2021	001-7120-471.52-09	FUEL	EFT:	194.57
76729187		006724		00	12/30/2021	551-4520-445.52-09	FUEL	EFT:	22.26
76729187		006715		00	12/30/2021	604-1320-413.52-09	FUEL	EFT:	404.84
VENDOR TOTAL *								.00	8,858.16
HAND ISSUED TOTAL ***									143,833.23
EFT/EPAY TOTAL ***									208,878.42
TOTAL EXPENDITURES ****								226,494.55	352,711.65
GRAND TOTAL *****									579,206.20

**EFT, EPAY OR**

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT
								AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED						
9171241		006732		00	01/07/2022	001-1150-411.31-15	OFF-SITE STORAGE	1,363.54
							VENDOR TOTAL *	1,363.54
0004340	00	ALL CITY MANAGEMENT SERVICES INC						
72214CM		006733		00	01/07/2022	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT: 1,572.90
							VENDOR TOTAL *	.00 1,572.90
0099999	00	ANITA CARPENTER						
01042022		000003		00	01/07/2022	001-1130-411.58-00	ANNEXATION REBATE	465.78
							VENDOR TOTAL *	465.78
0001986	00	ANIXTER, INC.						
5120106-02		006734		00	01/07/2022	501-4130-441.52-31	CONDUIT	EFT: 3,801.63
							VENDOR TOTAL *	.00 3,801.63
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT						
4093957		000006		00	01/07/2022	601-1230-412.45-02	21-22 DRONE INSURANCE	EFT: 1,461.00
							VENDOR TOTAL *	.00 1,461.00
0000572	00	AUTOMATED INFO MAPPING SYS						
35311-35313		000006		00	01/07/2022	602-1340-413.47-05	2022 LICENSE AGREEMENT	EFT: 4,352.11
							VENDOR TOTAL *	.00 4,352.11
0004994	00	BENEFITS DIRECT						
A011606		000006		00	01/07/2022	001-1120-411.21-01	MONTHLY BILLING	EFT: 41.70
A011606		000006		00	01/07/2022	001-1140-411.31-15	MONTHLY BILLING	EFT: 377.50
A011606		000006		00	01/07/2022	001-1140-411.21-01	MONTHLY BILLING	EFT: 30.18
A011606		000006		00	01/07/2022	001-1150-411.21-01	MONTHLY BILLING	EFT: 6.50
A011606		000006		00	01/07/2022	001-1305-413.21-01	MONTHLY BILLING	EFT: 16.28
A011606		000006		00	01/07/2022	001-1310-413.21-01	MONTHLY BILLING	EFT: 62.10
A011606		000006		00	01/07/2022	001-1330-413.21-01	MONTHLY BILLING	EFT: 27.80
A011606		000006		00	01/07/2022	001-2110-421.21-01	MONTHLY BILLING	EFT: 91.44
A011606		000006		00	01/07/2022	001-2120-421.21-01	MONTHLY BILLING	EFT: 245.38
A011606		000006		00	01/07/2022	001-2130-421.21-01	MONTHLY BILLING	EFT: 6.50
A011606		000006		00	01/07/2022	001-3110-431.21-01	MONTHLY BILLING	EFT: 13.90
A011606		000006		00	01/07/2022	001-3116-431.21-01	MONTHLY BILLING	EFT: 9.78
A011606		000006		00	01/07/2022	001-3120-431.21-01	MONTHLY BILLING	EFT: 56.24
A011606		000006		00	01/07/2022	001-3130-431.21-01	MONTHLY BILLING	EFT: 57.08
A011606		000006		00	01/07/2022	001-6105-461.21-01	MONTHLY BILLING	EFT: 39.90
A011606		000006		00	01/07/2022	001-6120-461.21-01	MONTHLY BILLING	EFT: 62.10
A011606		000006		00	01/07/2022	001-7110-471.21-01	MONTHLY BILLING	EFT: 44.08
A011606		000006		00	01/07/2022	001-7120-471.21-01	MONTHLY BILLING	EFT: 33.46
A011606		000006		00	01/07/2022	501-4110-441.21-01	MONTHLY BILLING	EFT: 40.80
A011606		000006		00	01/07/2022	501-4120-441.21-01	MONTHLY BILLING	EFT: 39.90
A011606		000006		00	01/07/2022	501-4130-441.21-01	MONTHLY BILLING	EFT: 95.56
A011606		000006		00	01/07/2022	521-4210-442.21-01	MONTHLY BILLING	EFT: 13.90
A011606		000006		00	01/07/2022	521-4220-442.21-01	MONTHLY BILLING	EFT: 61.20
A011606		000006		00	01/07/2022	521-4230-442.21-01	MONTHLY BILLING	EFT: 69.18
A011606		000006		00	01/07/2022	531-4320-443.21-01	MONTHLY BILLING	EFT: 40.80



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PAYMENT DATE: 01/07/2022

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
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0004994	00	BENEFITS DIRECT							
A011606		000006		00	01/07/2022	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A011606		000006		00	01/07/2022	602-1340-413.21-01	MONTHLY BILLING	EFT:	41.70
A011606		000006		00	01/07/2022	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A011606		000006		00	01/07/2022	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A011606		000006		00	01/07/2022	721-0000-202.03-07	MONTHLY BILLING	EFT:	9,706.84
A011606		000006		00	01/07/2022	721-0000-202.03-08	MONTHLY BILLING	EFT:	274.32
VENDOR TOTAL *								.00	11,663.20
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS42611		006735		00	01/07/2022	521-4220-442.52-13	ROBIN	EFT:	1,182.20
VENDOR TOTAL *								.00	1,182.20
0005045	00	BUILDING CONTROLS AND SERVICES INC							
51573		006736		00	01/07/2022	603-3150-431.43-01	REPAIRS	EFT:	1,193.70
VENDOR TOTAL *								.00	1,193.70
0000347	00	BURNS & MCDONNELL							
104290-37		PI0002	007094	00	12/28/2021	130-3130-431.62-04	ENGINEERING SERVICES	EFT:	30,756.56
VENDOR TOTAL *								.00	30,756.56
0001834	00	C & C GROUP							
44954		PI0001	007853	00	11/30/2021	521-4220-442.31-15	GENERATOR INSPECTION	EFT:	8,267.50
45821		000006		00	01/07/2022	603-3150-431.31-15	SECURITY MONITORING	EFT:	480.00
45822		000006		00	01/07/2022	603-3150-431.31-15	SECURITY MONITORING	EFT:	480.00
VENDOR TOTAL *								.00	9,227.50
0000352	00	CCMFOA OF KANSAS							
01012022		000006		00	01/07/2022	001-1150-411.46-02	ANNUAL DUES	75.00	
VENDOR TOTAL *								75.00	
0000993	00	CITY OF GARDNER							
01062022		000008		00	01/07/2022	001-0000-341.03-98	P&R SUPERVISOR MONEY BAG	8.00	
VENDOR TOTAL *								8.00	
0002621	00	CLAYCO ELECTRIC CO, INC.							
49521		006737		00	01/07/2022	521-4220-442.43-02	REPAIRS	EFT:	230.00
VENDOR TOTAL *								.00	230.00
0004795	00	CRAFCO, INC.							
9402620728		PI0006	007861	00	12/21/2021	001-3120-431.52-08	ROADSAVER 221	EFT:	8,025.00
VENDOR TOTAL *								.00	8,025.00
0004998	00	DELTA DENTAL OF KANSAS							
1005114202201		000006		00	01/07/2022	001-1120-411.21-01	MONTHLY BILLING	EFT:	101.76
1005114202201		000006		00	01/07/2022	001-1140-411.21-01	MONTHLY BILLING	EFT:	71.32
1005114202201		000006		00	01/07/2022	001-1150-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202201		000006		00	01/07/2022	001-1305-413.21-01	MONTHLY BILLING	EFT:	71.32
1005114202201		000006		00	01/07/2022	001-1310-413.21-01	MONTHLY BILLING	EFT:	223.96
1005114202201		000006		00	01/07/2022	001-1330-413.21-01	MONTHLY BILLING	EFT:	101.76

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CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
0004998	00	DELTA DENTAL OF KANSAS							
1005114202201	000006		00	01/07/2022	001-2110-421.21-01	MONTHLY BILLING	EFT:		376.60
1005114202201	000006		00	01/07/2022	001-2120-421.21-01	MONTHLY BILLING	EFT:		832.68
1005114202201	000006		00	01/07/2022	001-2130-421.21-01	MONTHLY BILLING	EFT:		20.44
1005114202201	000006		00	01/07/2022	001-3120-431.21-01	MONTHLY BILLING	EFT:		264.84
1005114202201	000006		00	01/07/2022	001-3130-431.21-01	MONTHLY BILLING	EFT:		163.08
1005114202201	000006		00	01/07/2022	001-6105-461.21-01	MONTHLY BILLING	EFT:		163.08
1005114202201	000006		00	01/07/2022	001-6120-461.21-01	MONTHLY BILLING	EFT:		173.08
1005114202201	000006		00	01/07/2022	001-7110-471.21-01	MONTHLY BILLING	EFT:		173.08
1005114202201	000006		00	01/07/2022	001-7120-471.21-01	MONTHLY BILLING	EFT:		122.20
1005114202201	000006		00	01/07/2022	501-4110-441.21-01	MONTHLY BILLING	EFT:		122.20
1005114202201	000006		00	01/07/2022	501-4120-441.21-01	MONTHLY BILLING	EFT:		163.08
1005114202201	000006		00	01/07/2022	501-4130-441.21-01	MONTHLY BILLING	EFT:		346.16
1005114202201	000006		00	01/07/2022	521-4210-442.21-01	MONTHLY BILLING	EFT:		50.88
1005114202201	000006		00	01/07/2022	521-4220-442.21-01	MONTHLY BILLING	EFT:		213.96
1005114202201	000006		00	01/07/2022	521-4230-442.21-01	MONTHLY BILLING	EFT:		153.08
1005114202201	000006		00	01/07/2022	531-4320-443.21-01	MONTHLY BILLING	EFT:		122.20
1005114202201	000006		00	01/07/2022	602-1340-413.21-01	MONTHLY BILLING	EFT:		152.64
1005114202201	000006		00	01/07/2022	604-1320-413.21-01	MONTHLY BILLING	EFT:		142.64
1005114202201	000006		00	01/07/2022	721-0000-202.03-08	MONTHLY BILLING	EFT:		4,696.04
VENDOR TOTAL *							.00		9,042.52
0002363	00	DOUBLE CHECK CO, INC							
SMI-81532	006738		00	01/07/2022	551-4520-445.52-20	FUEL PUMP REPAIR	EFT:		601.73
VENDOR TOTAL *							.00		601.73
0005192	00	END 2 END TECHNOLOGIES							
91470	006739		00	01/07/2022	521-4220-442.43-02	RADIO REPAIR	EFT:		413.44
VENDOR TOTAL *							.00		413.44
0004946	00	EVERGY							
4469208877	1221006740		00	01/07/2022	521-4220-442.40-05	MONTHLY BILLING	74.18		
6466308678	1221006741		00	01/07/2022	531-4320-443.40-05	MONTHLY BILLING	33.02		
VENDOR TOTAL *							107.20		
0004492	00	FLOWER FARM, THE							
34067	006742		00	01/07/2022	001-1140-411.52-20	SYMPATHY ARRANGEMENT	51.50		
VENDOR TOTAL *							51.50		
0000086	00	GALLS, LLC							
020056366	006743		00	01/07/2022	001-2110-421.53-02	CLOTHING	EFT:		66.72
020081785	006744		00	01/07/2022	001-2120-421.53-02	CLOTHING	EFT:		519.31
020081803	006745		00	01/07/2022	001-2120-421.53-02	CLOTHING	EFT:		43.51
020101467	006746		00	01/07/2022	001-2120-421.53-02	MAG POUCHES	EFT:		89.25
020101469	006747		00	01/07/2022	001-2120-421.53-02	BODY ARMOUR	EFT:		475.77
VENDOR TOTAL *							.00		1,194.56
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.							
7401	PI0021 007852	00	12/16/2021		001-2130-421.31-17	Q1 2022 ANIMAL SHELTER	26,130.00		
VENDOR TOTAL *							26,130.00		
0000722	00	GEHS PROJECT GRADUATION							

PROGRAM: GM339L

AS OF: 01/07/2022

PAYMENT DATE: 01/07/2022

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000722	00	GEHS PROJECT	GRADUATION						
01012022		000006		00	01/07/2022	001-1110-411.54-93	2022 PROJECT GRAD SUPPORT	3,000.00	
							VENDOR TOTAL *	3,000.00	
0004815	00	GRANICUS							
147453		PI0016	007881	00	12/30/2021	602-1340-413.47-05	ANNUAL FEES	EFT:	8,678.71
							VENDOR TOTAL *	.00	8,678.71
0004993	00	HARTFORD, THE							
362719207828		000006		00	01/07/2022	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362719207828		000006		00	01/07/2022	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
362719207828		000006		00	01/07/2022	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362719207828		000006		00	01/07/2022	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362719207828		000006		00	01/07/2022	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362719207828		000006		00	01/07/2022	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362719207828		000006		00	01/07/2022	001-2110-421.21-02	MONTHLY BILLING	EFT:	35.14
362719207828		000006		00	01/07/2022	001-2120-421.21-02	MONTHLY BILLING	EFT:	129.98
362719207828		000006		00	01/07/2022	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362719207828		000006		00	01/07/2022	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362719207828		000006		00	01/07/2022	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362719207828		000006		00	01/07/2022	001-3120-431.21-02	MONTHLY BILLING	EFT:	35.14
362719207828		000006		00	01/07/2022	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362719207828		000006		00	01/07/2022	001-6105-461.21-02	MONTHLY BILLING	EFT:	22.98
362719207828		000006		00	01/07/2022	001-6120-461.21-02	MONTHLY BILLING	EFT:	25.98
362719207828		000006		00	01/07/2022	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32
362719207828		000006		00	01/07/2022	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
362719207828		000006		00	01/07/2022	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362719207828		000006		00	01/07/2022	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362719207828		000006		00	01/07/2022	501-4130-441.21-02	MONTHLY BILLING	EFT:	40.85
362719207828		000006		00	01/07/2022	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362719207828		000006		00	01/07/2022	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362719207828		000006		00	01/07/2022	521-4230-442.21-02	MONTHLY BILLING	EFT:	35.22
362719207828		000006		00	01/07/2022	531-4320-443.21-02	MONTHLY BILLING	EFT:	18.32
362719207828		000006		00	01/07/2022	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362719207828		000006		00	01/07/2022	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
362719207828		000006		00	01/07/2022	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362719207828		000006		00	01/07/2022	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362719207828		000006		00	01/07/2022	604-1320-413.21-02	MONTHLY BILLING	EFT:	25.98
							VENDOR TOTAL *	.00	612.59
0003739	00	HAWKINS, INC.							
6086577		006748		00	01/07/2022	521-4220-442.52-12	CHLORINE EJECTORS	EFT:	742.13
							VENDOR TOTAL *	.00	742.13
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500321617		006749		00	01/07/2022	001-3120-431.47-38	PATCHING SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	71.50
0005000	00	HUMANA INSURANCE COMPANY							
702625568		006752		00	01/07/2022	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,914.78





VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0004396	00	KANSAS PRO SOUND, LLC							
12232021		PI0014	007866	00	12/23/2021	001-6110-461.54-51	STAGE AND SOUND	EFT:	8,750.00
							VENDOR TOTAL *	.00	8,750.00
0000319	00	KERIT							
2022-1		PI0013	007862	00	12/17/2021	601-1230-412.45-01	2022 WORKERS COMP RENEWAL	EFT:	76,344.00
							VENDOR TOTAL *	.00	76,344.00
0099999	00	KEVIN BING							
2160		000005		00	01/07/2022	001-0000-228.40-00	SR BLDG REFUND	255.00	
							VENDOR TOTAL *	255.00	
0004769	00	KRONOS SAASHR, INC							
11852646		000006		00	01/07/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,731.86
							VENDOR TOTAL *	.00	1,731.86
0004174	00	LEADSONLINE LLC							
323129		000008		00	01/07/2022	602-1340-413.47-05	INVESTIGATION SYSTEM	EFT:	2,933.44
							VENDOR TOTAL *	.00	2,933.44
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES							
22-60		PI0011	007836	00	12/01/2021	001-1110-411.46-02	2022 LKM MEMBERSHIP DUES	EFT:	11,804.02
							VENDOR TOTAL *	.00	11,804.02
0005186	00	LINDE GAS & EQUIPMENT							
67847008		006779		00	01/07/2022	001-3116-431.44-02	CYLINDER RENTAL	EFT:	51.96
							VENDOR TOTAL *	.00	51.96
0000123	00	MARC							
G-I-0013094		PI0007	007865	00	12/20/2021	001-3130-431.31-10	APWA 5600 UPDATE	EFT:	10,000.00
							VENDOR TOTAL *	.00	10,000.00
0000233	00	MAXIMUM LAWN CARE							
16191		006779		00	01/07/2022	001-2110-421.31-15	SNOW REMOVAL	EFT:	977.00
							VENDOR TOTAL *	.00	977.00
0099999	00	MICHAEL STEWART & ALYSSA KEATON							
12282021		006731		00	01/07/2022	001-1130-411.58-00	ANNEXATION REBATE	13.16	
							VENDOR TOTAL *	13.16	
0004464	00	MID-STATE RENTAL							
113730-2		006779		00	01/07/2022	001-6110-461.54-51	CARGO TRAILER	EFT:	400.00
							VENDOR TOTAL *	.00	400.00
0000125	00	MIDWEST PUBLIC RISK- EB CONTRIB							
PL20210518.30		PI0020	007835	00	05/18/2021	601-1230-412.45-02	PROP. & LIAB. CONTRIBUT.	EFT:	321,522.80
							VENDOR TOTAL *	.00	321,522.80
0000132	00	NATIONAL SIGN CO., INC.							
IN-199003		006779		00	01/07/2022	001-3120-431.52-10	ROADSIDE MARKERS	EFT:	444.00

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO		VOUCHER NO	P.O. NO						
0000132	00	NATIONAL SIGN CO., INC.							
							VENDOR TOTAL *	.00	444.00
0004589 66342	00	NEXTPAGE, INC.							
		PI0023	007878	00	12/30/2021	001-1120-411.47-02	WINTER NEWSLETTER	EFT:	2,402.91
							VENDOR TOTAL *	.00	2,402.91
0002813 27161	00	NOVATECH, LLC							
		006779		00	01/07/2022	501-4120-441.31-15	FACEPLATE GRAPHICS	EFT:	2,130.00
							VENDOR TOTAL *	.00	2,130.00
0000142 166501	00	OLATHE WINWATER WORKS							
00		PI0008	007872	00	12/21/2021	521-4230-442.52-31	SMART METERS - WATER	EFT:	24,000.00
							VENDOR TOTAL *	.00	24,000.00
0001835 37589	00	PHELPS ENGINEERING, INC							
		PI0004	007563	00	12/27/2021	001-3130-431.31-10	ON CALL STORMSEWER	EFT:	280.00
							VENDOR TOTAL *	.00	280.00
0004385 1180059444	00	POMP'S TIRE SERVICE, INC.							
		006779		00	01/07/2022	521-4230-442.43-05	SERVICE SUPPLIES	EFT:	159.00
							VENDOR TOTAL *	.00	159.00
0004198 924036	00	PROTECT YOUTH SPORTS							
		006779		00	01/07/2022	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	231.20
							VENDOR TOTAL *	.00	231.20
0005099 58946726	00	QUADIENT, INC							
		000007		00	01/07/2022	602-1340-413.44-02	POSTAGE MACHINE	208.76	
							VENDOR TOTAL *	208.76	
0003110 474962	00	REJIS COMMISSION							
		006779		00	01/07/2022	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0004120 GRD080	00	RIVER GROUP DESIGN							
		000007		00	01/07/2022	001-1120-411.61-04	2022 MLK EXHIBIT	EFT:	1,100.00
							VENDOR TOTAL *	.00	1,100.00
0005111 4/21-124	00	SK DESIGN GROUP, INC.							
		PI0005	007680	00	12/29/2021	401-6120-461.62-23	CIVIL ENGINEERING SERVICE	EFT:	6,070.00
							VENDOR TOTAL *	.00	6,070.00
0001566 8064626370	00	STAPLES BUSINESS ADVANTAGE							
		006779		00	01/07/2022	001-2110-421.52-20	DIGITAL RECORDER	EFT:	47.99
							VENDOR TOTAL *	.00	47.99
0005195 8000101270	00	STERICYCLE							
		006779		00	01/07/2022	001-2110-421.31-15	SHREDDING SERVICES	95.56	
8000317326		006779		00	01/07/2022	001-2110-421.31-15	SHREDDING SERVICES	51.06	

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0005195	00	STERICYCLE							
8000496778		006779		00	01/07/2022	001-2110-421.31-15	SHREDDING SERVICES	51.15	
							VENDOR TOTAL *	197.77	
0004482	00	SUPERION, LLC							
340069		PI0012	007856	00	12/09/2021	602-1340-413.47-05	ASP TECHNICAL FEE	EFT:	8,401.45
341176		PI0017	007868	00	12/27/2021	602-1340-413.47-05	COM DEV P&E APPLICATION	EFT:	7,944.00
341358		PI0018	007868	00	12/28/2021	602-1340-413.47-05	COM DEV P&E APPLICATION	EFT:	12,870.00
341359		PI0019	007869	00	12/28/2021	602-1340-413.47-05	ANALYTICS NOW UPGRADE	EFT:	585.00
							VENDOR TOTAL *	.00	29,800.45
0099999	00	SUSAN J LOWE REVOCABLE TRUST							
01042022		000004		00	01/07/2022	001-1130-411.58-00	ANNEXATION REBATE	939.67	
							VENDOR TOTAL *	939.67	
0004176	00	TANK MANAGEMENT SERVICES, INC							
194858		000007		00	01/07/2022	551-4520-445.31-15	ANNUAL TANK MGMT	600.00	
							VENDOR TOTAL *	600.00	
0000174	00	TAPCO PRODUCTS CO.							
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	221.00
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.90
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.90
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	47.30
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.40
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	55.30
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	90.52
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	58.20
163036		006779		00	01/07/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	184.49
							VENDOR TOTAL *	.00	730.01
0004944	00	THREE WILLOW LLC							
490111		PI0010	007880	00	12/15/2021	130-3130-431.62-04	IRRIGATION	EFT:	7,609.00
							VENDOR TOTAL *	.00	7,609.00
0000105	00	TYLER TECHNOLOGIES, INC							
025-357803		000007		00	01/07/2022	602-1340-413.47-05	ANNUAL FEES	EFT:	1,157.63
025-361581		000007		00	01/07/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	1,357.63
0004226	00	WATCHMEN SECURITY SERVICES							
61605		000007		00	01/07/2022	501-4120-441.31-15	VIDEO MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
21-1566		PI0003	007555	00	12/29/2021	001-3130-431.31-10	ON CALL NPDES	EFT:	1,245.32
							VENDOR TOTAL *	.00	1,245.32
							EFT/EPAY TOTAL ***		756,815.87

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AS OF: 01/07/2022      PAYMENT DATE: 01/07/2022

0004599	00		
	TOTAL EXPENDITURES ****	44,274.31	756,815.87
	GRAND TOTAL *****		801,090.18



## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 3

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** JAY BELCHER, POLICE CHIEF

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**Agenda Item:** Consider authorizing the purchase of four (4) Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Police Department

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### **Staff Recommendation:**

Staff recommends authorizing the purchase of four (4) 2022 Ford Police Interceptor Sport Utility Vehicles (SUVs) from Shawnee Mission Ford, utilizing the Mid America Council of Public Procurement (MACPP) bid.

Additional services totaling \$52,863.78 will be obtained from Ka-Comm Inc. Additional services totaling \$3,360.00 will be obtained from Sign Here Inc. Additional weapons and attachments will be obtained, totaling \$8,715.52

The total estimated cost for four new and four reassigned completed vehicles is \$189,757.85.

### **Background/Description of Item:**

The 2022 budget includes \$190,000 to purchase four Ford Police Interceptor SUVs for the Police Department. The MACPP accepts bids from dealerships across the state annually and selects the most competitive bid as what shall be offered to Kansas law enforcement agencies. The State of Kansas has not started their bid process at this time. The MACPP bid being used is less than \$1,000 more than the state bid was in 2021. Considering the lead time for delivery, delaying the process to wait for the Kansas bid would not be in the best interest of the city.

Additional outfitting services will be obtained from Ka-Comm Inc. and Sign Here Inc. Additional equipment from various vendors will also be purchased. The department began utilizing Ka-Comm, Inc. in August of 2013 to purchase equipment necessary to outfit patrol vehicles to include emergency lighting, siren/public address system, push bumpers, protective barriers to include window bars, and mobile police radios. Sign Here, Inc. is a local Gardner business that has been providing graphics for patrol vehicles since 2001.

Beginning in 2022, new weapons for each new patrol car will purchased. As these new weapons are put into service, older weapons will be used as trades toward new weapons, potentially reducing the cost. The new weapons and added attachments will be purchased from various vendors to ensure they match what is currently being used.

Also beginning in 2022, staff will place old vehicles up for auction, rather than trade them in to Shawnee Mission Ford. Purple Wave has been used to auction seizure vehicles and staff found the auction price trends much higher than the trade-in value. Purple Wave does not charge the city; they charge a percentage to the buyer. In 2021, two patrol vehicles were traded in to

Shawnee Mission for a total of \$10,500.00. In 2022, staff will auction four decommissioned patrol vehicles and estimate the proceeds to be approximately \$25,000 to \$30,000.

**Financial Impact:**

The estimated total cost will be \$199,819.30, which exceeds the 2022 budget of \$190,000.00. This does not include any proceeds from the sale of the four decommissioned vehicles. When the vehicles are sold, the proceeds will be put into the general fund.

The total estimated cost for four new and four reassigned completed vehicles is \$199,819.30.

Vehicle Cost – four vehicles (SM Ford)	<b>\$134,880.00</b>
Equip/Radios/Installation (Ka-Comm, Inc.)	<b>\$52,863.78</b>
Decal Installation (Sign Here, Inc.)	<b>\$3,360.00</b>
Weapons and attachments (various vendors)	<b><u>\$8,715.52</u></b>
 Total estimated Cost for four (4) Ford SUV's	 <b>\$199,819.30</b>

**Attachments included:**

Quotes from Shawnee Mission Ford, Ka-Comm, Sign Here, and itemized list of weapons and attachments

**Suggested Motion:**

Authorize the City Administrator to purchase four (4) 2022 Ford Police Interceptor SUVs from Shawnee Mission Ford and additional equipment and installation services for a total cost of \$199,819.30.



11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179  
(913) 631-0000 • FAX (913) 268-6521  
WWW.SHAWNEEMISSIONFORD.COM

November 23, 2021

Lee Krout  
Gardner Police Department

2022 Ford Utility PI AWD (K8A)

Exterior: Agate Black (UM)

Interior: Charcoal Cloth Front / Vinyl Rear (96)

Base Price:	\$32,856		
Options:			
• Cargo Dome Lamp Red White (17T)	\$47		
• Remote Keyless Entry (55F)	\$320		
• Keyed Alike 1111X (59J)	\$47		
• Reverse Sensors (76R)	\$259		
• Heated Mirrors (549)	\$56		
• Global Lock Unlock (18D)	\$NC		
• Hub Caps (Del 65L)	\$(40)		
• Tremco	\$175		
• LED Driver Side Spot Light lamp (51R)	\$included in base price		
• Courtesy Lamps Disable (43D)	\$included in base price		
• 3.3L V-6 (99B)	\$included in base price		
• Front Pre Drilled Head Lamps	\$standard		
• Basic Blue Tooth	\$standard		
• Receiver Hitch and Wiring Harness	\$standard		
• Rear Camera Display in radio	\$standard		
Total	\$33,720	@ 4	\$134,880

Additional options to consider

• Rear Climate Control (17A)	\$573
• Remote Start (DI)	\$499
• Police Perimeter Alert (68B)	\$635
• Rear Camera on Demand (19V)	\$217
• Pre Drilled Tail Lamps (86T)	\$56

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



# KA-COMM, INC

1201 W. Old 56 Highway  
Olathe, KS 66061  
(913) 764-7314  
(913) 764-7514 Fax  
www.ka-comminc.com  
joehm@ka-comminc.com

## Quote

Date	Quote #
12/10/2021	24422

**Customer:**

GARDNER POLICE DEPT.  
16540 MOONLIGHT RD.  
GARDNER, KS 66030

**P.O. No.****Terms****Rep****Freight Charges**

Due on receipt

JDO

FOB

Item	Description	Qty	Cost	Total
	QUOTE #1			
	FORD PI UTILITY UNIT 100			
	ISSUE: STRIP CAPTAINS EMERGENCY			
	EQUIPMENT FOR VEHICLE RETIREMENT			
	* KEEP SIREN AND SIREN SPEAKER TO BE USED			
	IN UNIT 117 BUILD *			
INSTALLATION	INSTALLATION/SETUP	8	55.00	440.00
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES -	1	75.00	75.00
	ESTIMATED			

Quote is valid for 30 days!

**Subtotal**

\$515.00

**Sales Tax (0.0%)**

\$0.00

**Total**

\$515.00

Signature: \_\_\_\_\_

Quote is valid for 30 days!

Quote is valid for 30 days!



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joehm@ka-comminc.com

## Quote

Date	Quote #
12/10/2021	24427

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE #3				
	FORD PI UTILITY UNIT 114 - SRO				
	ISSUE: REMOVE EMERGENCY EQUIPMENT FOR VEHICLE RETIREMENT				
	* KEEP LIGHT BAR, SIREN, GUN RACK, RADAR, COMPUTER WITH MOUNT, PDU, RUMBLERS, PRINTER, RADIO AND CAMERA SYSTEM TO BE USED IN UNIT 125 NEW BUILD *				
	* KEEP BACK DOOR MPS600U-RB TO BE USED IN UNIT 117 REBUILD *				
INSTALLATION	INSTALLATION/SETUP	8	55.00		440.00
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	75.00		75.00
Quote is valid for 30 days!			Subtotal \$515.00		

<b>Sales Tax (0.0%)</b>	\$0.00
-------------------------	--------

<b>Total</b>	\$515.00
--------------	----------

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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joehm@ka-comminc.com

## Quote

Date	Quote #
12/10/2021	24428

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE #4				
	2018 FORD PI UTILITY UNIT 116 - SRO				
	ISSUE: STRIP EMERGENCY EQUIPMENT FOR VEHICLE RETIREMENT				
	* KEEP SIREN, GUN RACK, RADAR, COMPUTER WITH MOUNT, PRINTER, PDU, RUMBLER AND RADIO TO BE USED IN NEW BUILD 126 *				
	* KEEP REAR DOOR MPS600U-RB TO BE USED IN UNIT 117 REBUILD *				
INSTALLATION	INSTALLATION/SETUP	8	55.00		440.00
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	75.00		75.00
Quote is valid for 30 days!			Subtotal \$515.00		

<b>Sales Tax (0.0%)</b>	\$0.00
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<b>Total</b>	\$515.00
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Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/10/2021	24429

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
	QUOTE #5				
	2018 FORD PI UTILITY UNIT 115 - CVSA				
	ISSUE: PARTIAL STRIP OF EMERGENCY				
	EQUIPMENT, REBUILD TO CONVERT TO				
	DETECTIVE				
	* REMOVE CAGE, SPOTLIGHT, FRONT ILS,				
	WATCHGUARD, COMPUTER, RADIO, SIREN,				
	RADAR, PUSH BUMPER, HOOD LIGHTS, SPOILER				
	LIGHTS, CVSA SCALE BOX, RUMBLERS, PRINTER				
	AND PDU *				
	*LEAVE IN VEHICLE: CONSOLE, HEADLIGHT				
	STROBES, REAR BUMPER LIGHTS				
	*KEEP COMPUTER WITH MOUNT, RADIO, SIREN,				
	RADAR, RUMBLERS, PRINTER AND PDU TO BE				
	USED IN UNIT 127 NEW BUILD				
	* INSTALL VISOR LIGHT, SIREN AND SPEAKER				
	FROM UNIT 107 STRIP. INSTALL NEW PORTABLE				
	RADIO CHARGER ON CONSOLE				
XS-CH4W	XS-CH4W, CHARGER, VC4000	1	148.00	148.00	
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!





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## Quote

Date	Quote #
12/10/2021	24429

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
ESB-FPIUND	ESB-FPIUND, KIT, NO DRILL BRACKET KIT FOR MOUNTING ES100 UTILIZING PRE-DRILLED HOLES, FPIU 2016+	1	31.85	31.85	
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	1.59	1.59	
BLC-106	BLC-106, 6 POSITION FUSE BLOCK	1	75.00	75.00	
75551	POWER RELAY, 12V / 75 AMP	1	68.53	68.53	
INSTALLATION	INSTALLATION/SETUP	18	55.00	990.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES - ESTIMATED	1	240.00	240.00	
Quote is valid for 30 days!		<b>Subtotal</b>		\$1,554.97	

<b>Sales Tax (0.0%)</b>	\$0.00
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<b>Total</b>	\$1,554.97
--------------	------------

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/10/2021	24430

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE #6				
	2020 FORD PI UTILITY UNIT 117 - PATROL				
	ISSUE: PARTIAL STRIP OF EMERGENCY				
	EQUIPMENT, REBUILD TO CONVERT TO CAPTAIN				
	BUILD				
	* REMOVE CAGE, COMPUTER WITH MOUNT, GUN				
	RACK, RADAR, LIGHT BAR, WATCHGUARD, REAR				
	TROY FLOOR ASSEMBLY, REAR GUN RACKS,				
	REAR SPOILER BRACKET, PUSH BUMPER WITH				
	ALL LIGHTS AND SPEAKER, CARGO WINDOW				
	LIGHTS, RUMBLERS, PDU, SIREN, RADIO, HOOD				
	LIGHTS, BOTTOM OF HATCH LIGHTS AND TAIL				
	LIGHT FLASHER.				
	* LEAVE: CONSOLE, HEADLIGHT STROBES, REAR				
	BUMPER LIGHTS AND MIRROR LIGHTS				
	* KEEP: EVERYTHING FROM REMOVE LIST TO BE				
	USED IN UNIT 128 NEW BUILD				
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/10/2021	24430

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	* INSTALL: SIREN AND SPEAKER FROM UNIT 100 STRIP. INSTALL LIGHTS REMOVED FROM WINDOWS ON UNIT 114 AND 116 IN THE LOWER PORTION OF THE GRILLE (2) AND ON NEW FEDERAL BRACKETS UNDER REAR SPOILER (2). INSTALL NEW PASSENGER SIDE HALF ILS.				
	* END RESULT WILL HAVE: HEADLIGHT STROBES, OEM HEADLIGHT FLASHER, SIREN SPEAKER, MIRROR LIGHTS, PASSENGER HALF ILS, CONSOLE, MASTERCOM SIREN, REAR SPOILER LIGHTS AND REAR BUMPER LIGHTS				
ESB-FPIU20ND	ESB-FPIU20ND, KIT, NO DRILL BRACKET KIT FOR MOUNTING ES100 UTILIZING PRE-DRILLED HOLES, FPIU 2020	1	26.00		26.00
MPSM6-FPIU20...	MPSM6-FPIU20RS1, REAR SPOILER BRACKET KIT, (1) MPS6/MPS6U LIGHT ON EACH SIDE OF SPOILER, FORD PI UTILITY	1	114.26		114.26
SIFMJP-XXXX	SIFMJP-1639170424, SPECTRALUX ILS LOW PROFILE, PASSENGER SIDE, CENTER FOCUSED, TWO-COLOR	1	555.40		555.40
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/10/2021	24430

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	34.78	34.78	
KAC-134	KAC-134, GBS# 330901, MPS600U SANDWICH BRACKET	2	12.50	25.00	
BLC-106	BLC-106, 6 POSITION FUSE BLOCK	1	75.00	75.00	
75551	POWER RELAY, 12V / 75 AMP	1	68.53	68.53	
INSTALLATION	INSTALLATION/SETUP	28	55.00	1,540.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	290.00	290.00	

Quote is valid for 30 days!

**Subtotal** \$2,728.97

**Sales Tax (0.0%)** \$0.00

**Total** \$2,728.97

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/17/2021	24465

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE # 7				
	2022 FORD PI UTILITY UNIT 125 - FULLY MARKED				
	ISSUE: NEW HI-PRO BUILD USING NEW PARTS				
	AND PARTS STRIPPED FROM UNIT 114				
	* USED EQUIP FROM UNIT 114 - LIGHTBAR,				
	SIREN, GUN RACK, RADAR, COMPUTER WITH				
	MOUNT, PDU, RUMBLERS, PRINTER, RADIO AND				
	WATCHGUARD CAMERA				
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE,	1	384.75		384.75
	ACCOMODATES THE LT7600 (NOT INCLUDED),				
	OEM USB & 12V OUTLET MOUNTING, ALLOWS 5				
	PIECES MOUNTED, FLOORPLATE NOT REQUIRED				
02.0393	02.0393, HARRIS M7300/XG-75M, CH721 REMOTE	1	0.00		0.00
	HEAD FACEPLATE				
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN	1	0.00		0.00
	FACEPLATE				
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE	1	45.23		45.23
	SMALL AND ONE LARGE SIZE CUP				
02.SP3.5	02.SP3.5, 3.5" BLANK FACE PLATE	1	0.00		0.00
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/17/2021	24465

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION WITH CENTER SLIDING POLY WINDOW	1	737.10	737.10	
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,520.37	1,520.37	
WB47UINT20	WB47UINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH DP47UINT13 REAR DOOR PANELS ONLY)	1	207.36	207.36	
DPCP47UINT20	DPCP47UINT20, BLACK ABS, DOOR PANEL COVER PLATES (SET), 2020+ FORD PI UTILITY	1	32.40	32.40	
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	135.00	135.00	
HKB-FPIU20	HKB-FPIU20, FORD PI UTILITY, 20+, HOOK KIT, 44/46/51/53", VALOR/INTEGRITY/ALLEGIAN'T/VI'SION	1	50.13	50.13	
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	107.87	107.87	
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	38.07	38.07	
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED	2	111.04	222.08	
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/17/2021	24465

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
MPSM6-LB	MPSM6-LB, KIT,L-BRKT SINGLE H	4	11.42		45.68
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15		132.30
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	133.65		267.30
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	24.75		24.75
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	121.50		243.00
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	10.15		20.30
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	13	113.40		1,474.20
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15		132.30
416900-VHB	416900-VHB, 3M VHB MOUNT,4 PACK	1	9.52		9.52
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	145.13		145.13
AC-20-UV-TRAY	AC-20-UV-TRAY, TROY EQUIPMENT TRAY	1	212.38		212.38
CP-UV20-CARGO	CP-UV20-CARGO, TROY CARGO FLOOR	1	632.53		632.53
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/17/2021	24465

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	471.56		471.56
ECVDMLTAL00	ECVDMLTAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	61.80		61.80
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	83.35		83.35
SC-5 #H	SC-5 #H, UNIVERSAL GUN LOCK W/HANDCUFF KEY OVERRIDE	2	144.165		288.33
SC-9311	SC-9311; MUZZLE CUP	2	27.525		55.05
WGP01832	WGP01832, CAB-4RE-HDM-PRT, REAR IR CAMERA CABLE 4RE, 16'	1	30.38		30.38
WGP02073-300	WGP02073-300, CABLE ASSY, POWER/INPUT, R/A, 24' DV-1	1	141.75		141.75
WGP01963-001	WGP01963-001, CAB-MHD-STR-15F, 4RE PANORAMIC FRONT CAMERA CABLE	1	25.31		25.31
WGA00382-100	WGA00382-100, CAB-HDM-4RE-15F, CABLE, 4RE, HDMI/MINI, DISPLAY ONLY, STRAIGHT, 15' `	1	27.00		27.00
WGP412	WGP412, MIC-CBN-100-07F, IN-CABIN MICROPHONE 7' 4RE	1	33.75		33.75
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!





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## Quote

Date	Quote #
12/17/2021	24465

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
WGP412-300	WGP412-300, MIC-CBN-EXT-12F, IN CABIN MIC EXTENSION CABLE, 12F	1	13.50	13.50	
WGP01573-100	WGP01573-100, MIC-WRL-ANT-403, HI-FI WIRELESS MIC CABLE 3', 4RE	1	60.75	60.75	
WGP01573-300	WGP01573-300, VIS-WIF-PRT-001, HI-FI WIRELESS MIC ANTENNA EXTENSION 12', 4RE	1	47.25	47.25	
WGA00510-005	WGA00510-005, HI-FI WIRELESS MIC ETHERNET CABLE 4RE	1	27.00	27.00	
WGP02504	WGP02504, VIS-WIF-PRT-005, ANTENNA, WINDSHIELD MOUNT, 3FT, VISTA WIFI BASE	1	27.00	27.00	
WGP01394-001	WGP01394-001, NMO WiFi ANTENNA CABLE	1	60.75	60.75	
WGP01395-001	WGP01395-001, PCTel 5GHZ BLACK ANTENNA	1	50.00	50.00	
WGP362	WGP362, GPS-ANT-MGN-16F, GPS ANTENNA 4RE	1	37.80	37.80	
WGP02225-202	WGP02225-202, VISTA WIFI BRACKET	1	25.31	25.31	
WGP02495	WGP02495, POE POWER HARNESS, 4RE	1	29.70	29.70	
200-0622-00	200-0622-00, VSS INSTALLATION KIT FOR STALKER 2X, DSR, DUAL AND PATROL. WIRING KIT TO RUN FROM COUNTING UNIT TO VSS CONNECTOR.	1	117.45	117.45	
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	42.53	42.53	

Quote is valid for 30 days!

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/17/2021	24465

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	33.75	67.50	
PA1580-1921	PA1580-1921, POWER ADAPTER, BARE WIRE	1	134.95	134.95	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	21.00	21.00	
KAC-021	KAC-021, GBS# 228555, EXPLORER REAR CARGO LEXAN WINDOW BARRIER, PART OF KIT FOR KAC-KCMO-FPIU-CARGOPLEXI	2	7.50	15.00	
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	18.30	36.60	
KAC-132	KAC-132, GBS# 327547, 2020 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00	
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00	
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET	2	15.00	30.00	
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72	
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	3	10.84	32.52	
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00	
7294	7294, 8P8C RJ45 T ADAPTER, 1F TO 2F	1	1.70	1.70	

Quote is valid for 30 days!

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Signature:

Quote is valid for 30 days!





# KA-COMM, INC

1201 W. Old 56 Highway  
Olathe, KS 66061  
(913) 764-7314  
(913) 764-7514 Fax  
www.ka-comminc.com  
joehm@ka-comminc.com

## Quote

Date	Quote #
12/20/2021	24468

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE # 8				
	2022 FORD PI UTILITY UNIT 126 - FULLY MARKED				
	ISSUE: NEW HI-PRO BUILD USING NEW PARTS				
	AND PARTS STRIPPED FROM UNIT 116				
	* USED EQUIP FROM UNIT 116 - SIREN, GUN				
	RACK, RADAR, COMPUTER WITH MOUNT, PDU,				
	RUMBLERS, PRINTER, RADIO				
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE,	1	384.75		384.75
	ACCOMODATES THE LT7600 (NOT INCLUDED),				
	OEM USB & 12V OUTLET MOUNTING, ALLOWS 5				
	PIECES MOUNTED, FLOORPLATE NOT REQUIRED				
02.0393	02.0393, HARRIS M7300/XG-75M, CH721 REMOTE	1	0.00		0.00
	HEAD FACEPLATE				
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN	1	0.00		0.00
	FACEPLATE				
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE	1	45.23		45.23
	SMALL AND ONE LARGE SIZE CUP				
02.SP3.5	02.SP3.5, 3.5" BLANK FACE PLATE	1	0.00		0.00
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD	1	737.10		737.10
	PRISONER TRANSPORT PARTITION WITH				
	CENTER SLIDING POLY WINDOW				
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

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## Quote

Date	Quote #
12/20/2021	24468

Customer:
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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,520.37	1,520.37	
WB47UINT20	WB47UINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH DP47UINT13 REAR DOOR PANELS ONLY)	1	207.36	207.36	
DPCP47UINT20	DPCP47UINT20, BLACK ABS, DOOR PANEL COVER PLATES (SET), 2020+ FORD PI UTILITY	1	32.40	32.40	
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	135.00	135.00	
ALGT45	ALGT45-1526391909; ALLEGIANT LIGHTBAR, 45" SERIAL; INCLUDES INTERFACE MODULE	1	1,100.00	1,100.00	
HKB-FPIU20	HKB-FPIU20, FORD PI UTILITY, 20+, HOOK KIT, 44/46/51/53", VALOR/INTEGRITY/ALLEGIANT/VISION	1	0.00	0.00	
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	107.87	107.87	
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	38.07	38.07	
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED	2	111.04	222.08	
MPSM6-LB	MPSM6-LB, KIT,L-BRKT SINGLE H	4	11.42	45.68	
Quote is valid for 30 days!			Subtotal		
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## Quote

Date	Quote #
12/20/2021	24468

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15	132.30	
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	133.65	267.30	
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	24.75	24.75	
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	121.50	243.00	
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	10.15	20.30	
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	13	113.40	1,474.20	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15	132.30	
416900-VHB	416900-VHB, 3M VHB MOUNT, 4 PACK	1	9.52	9.52	
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	197.62	197.62	
AC-20-UV-TRAY	AC-20-UV-TRAY, TROY EQUIPMENT TRAY	1	212.38	212.38	
CP-UV20-CARGO	CP-UV20-CARGO, TROY CARGO FLOOR	1	632.53	632.53	

Quote is valid for 30 days!

**Subtotal**

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## Quote

Date	Quote #
12/20/2021	24468

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	471.56	471.56	
ECVDMLTAL00	ECVDMLTAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	61.80	61.80	
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	83.35	83.35	
SC-5 #H	SC-5 #H, UNIVERSAL GUN LOCK W/HANDCUFF KEY OVERRIDE	2	144.165	288.33	
SC-9311	SC-9311; MUZZLE CUP	2	27.525	55.05	
WGP01832	WGP01832, CAB-4RE-HDM-PRT, REAR IR CAMERA CABLE 4RE, 16'	1	30.38	30.38	
WGP02073-300	WGP02073-300, CABLE ASSY, POWER/INPUT, R/A, 24' DV-1	1	141.75	141.75	
WGP01963-001	WGP01963-001, CAB-MHD-STR-15F, 4RE PANORAMIC FRONT CAMERA CABLE	1	25.31	25.31	
WGA00382-100	WGA00382-100, CAB-HDM-4RE-15F, CABLE, 4RE, HDMI/MINI, DISPLAY ONLY, STRAIGHT, 15' `	1	27.00	27.00	
WGP412	WGP412, MIC-CBN-100-07F, IN-CABIN MICROPHONE 7' 4RE	1	33.75	33.75	
Quote is valid for 30 days!			Subtotal		
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## Quote

Date	Quote #
12/20/2021	24468

**Customer:**

GARDNER POLICE DEPT.  
16540 MOONLIGHT RD.  
GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
WGP412-300	WGP412-300, MIC-CBN-EXT-12F, IN CABIN MIC EXTENSION CABLE, 12F	1	13.50	13.50	
WGP01573-100	WGP01573-100, MIC-WRL-ANT-403, HI-FI WIRELESS MIC CABLE 3', 4RE	1	60.75	60.75	
WGP01573-300	WGP01573-300, VIS-WIF-PRT-001, HI-FI WIRELESS MIC ANTENNA EXTENSION 12', 4RE	1	47.25	47.25	
WGA00510-005	WGA00510-005, HI-FI WIRELESS MIC ETHERNET CABLE 4RE	1	27.00	27.00	
WGP02504	WGP02504, VIS-WIF-PRT-005, ANTENNA, WINDSHIELD MOUNT, 3FT, VISTA WIFI BASE	1	27.00	27.00	
WGP01394-001	WGP01394-001, NMO WiFi ANTENNA CABLE	1	60.75	60.75	
WGP01395-001	WGP01395-001, PCTel 5GHZ BLACK ANTENNA	1	50.00	50.00	
WGP362	WGP362, GPS-ANT-MGN-16F, GPS ANTENNA 4RE	1	37.80	37.80	
WGP02225-202	WGP02225-202, VISTA WIFI BRACKET	1	25.31	25.31	
WGP02495	WGP02495, POE POWER HARNESS, 4RE	1	29.70	29.70	
200-0622-00	200-0622-00, VSS INSTALLATION KIT FOR STALKER 2X, DSR, DUAL AND PATROL. WIRING KIT TO RUN FROM COUNTING UNIT TO VSS CONNECTOR.	1	117.45	117.45	
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	42.53	42.53	
Quote is valid for 30 days!			Subtotal		
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			Total		

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## Quote

Date	Quote #
12/20/2021	24468

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	33.75	67.50	
PA1580-1921	PA1580-1921, POWER ADAPTER, BARE WIRE	1	134.95	134.95	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	21.00	21.00	
KAC-021	KAC-021, GBS# 228555, EXPLORER REAR CARGO LEXAN WINDOW BARRIER, PART OF KIT FOR KAC-KCMO-FPIU-CARGOPLEXI	2	7.50	15.00	
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	18.30	36.60	
KAC-132	KAC-132, GBS# 327547, 2020 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00	
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00	
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET	2	15.00	30.00	
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72	
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	3	10.84	32.52	
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00	
7294	7294, 8P8C RJ45 T ADAPTER, 1F TO 2F	1	1.70	1.70	

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

Date	Quote #
12/20/2021	24468

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
7245	7245, RJ45 MODULAR PLUGS FOR SOLID CAT5/CATE ETHERNET CABLE	1	13.30	13.30	
14259	14259, ZEROBOOT CAT5E ETHERNET PATCH CABLE - RJ45, STRANDED, 350MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 10FT, BLACK	1	7.47	7.47	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	37.20	37.20	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	590.00	590.00	
INSTALLATION	INSTALLATION/SETUP	45	55.00	2,475.00	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED	1	275.00	275.00	

Quote is valid for 30 days!		<b>Subtotal</b>	\$13,571.39
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$13,571.39

Signature: \_\_\_\_\_

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## Quote

Date	Quote #
12/20/2021	24469

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
	QUOTE # 9				
	2022 FORD PI UTILITY UNIT 127 - GHOST				
	ISSUE: NEW GHOST BUILD USING NEW PARTS				
	AND PARTS STRIPPED FROM UNIT 115				
	* USED EQUIP FROM UNIT 115 - SIREN, GUN				
	RACK, RADAR, COMPUTER WITH MOUNT, PDU,				
	RUMBLERS, PRINTER, RADIO				
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE,	1	384.75	384.75	
	ACCOMODATES THE LT7600 (NOT INCLUDED),				
	OEM USB & 12V OUTLET MOUNTING, ALLOWS 5				
	PIECES MOUNTED, FLOORPLATE NOT REQUIRED				
02.0393	02.0393, HARRIS M7300/XG-75M, CH721 REMOTE	1	0.00	0.00	
	HEAD FACEPLATE				
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN	1	0.00	0.00	
	FACEPLATE				
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE	1	45.23	45.23	
	SMALL AND ONE LARGE SIZE CUP				
02.SP3.5	02.SP3.5, 3.5" BLANK FACE PLATE	1	0.00	0.00	
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD	1	737.10	737.10	
	PRISONER TRANSPORT PARTITION WITH				
	CENTER SLIDING POLY WINDOW				
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,520.37	1,520.37	
WB47UINT20	WB47UINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH DP47UINT13 REAR DOOR PANELS ONLY)	1	207.36	207.36	
DPCP47UINT20	DPCP47UINT20, BLACK ABS, DOOR PANEL COVER PLATES (SET), 2020+ FORD PI UTILITY	1	32.40	32.40	
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	135.00	135.00	
SIFZS	SIFZS-1579129935, SPECTRALUX ILS LOW PROFILE	1	750.00	750.00	
SIFMJH-XXXX	SIFMJH-1579210589, SPECTRALUX ILS LOW PROFILE, FSJOIN, REAR WINDOW, 2020+ FPIU, 2-COLOR	1	750.00	750.00	
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	38.07	38.07	
MPSM6-LB	MPSM6-LB, KIT,L-BRKT SINGLE H	4	11.42	45.68	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15	132.30	
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	133.65	267.30	

Quote is valid for 30 days!		<b>Subtotal</b>
		<b>Sales Tax (0.0%)</b>
		<b>Total</b>

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	24.75	24.75	
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	121.50	243.00	
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	10.15	20.30	
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	5	113.40	567.00	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15	132.30	
416900-VHB	416900-VHB, 3M VHB MOUNT, 4 PACK	1	9.52	9.52	
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	155.76	155.76	
AC-20-UV-TRAY	AC-20-UV-TRAY, TROY EQUIPMENT TRAY	1	212.38	212.38	
CP-UV20-CARGO	CP-UV20-CARGO, TROY CARGO FLOOR	1	632.53	632.53	
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	471.56	471.56	
ECVDMTLAL00	ECVDMTLAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	61.80	61.80	

Quote is valid for 30 days!

**Subtotal**

**Sales Tax (0.0%)**

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	83.35	83.35	
SC-5 #H	SC-5 #H, UNIVERSAL GUN LOCK W/HANDCUFF KEY OVERRIDE	2	144.165	288.33	
SC-9311	SC-9311; MUZZLE CUP	2	27.525	55.05	
200-0622-00	200-0622-00, VSS INSTALLATION KIT FOR STALKER 2X, DSR, DUAL AND PATROL. WIRING KIT TO RUN FROM COUNTING UNIT TO VSS CONNECTOR.	1	117.45	117.45	
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	42.53	42.53	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	33.75	67.50	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	21.00	21.00	
KAC-021	KAC-021, GBS# 228555, EXPLORER REAR CARGO LEXAN WINDOW BARRIER, PART OF KIT FOR KAC-KCMO-FPIU-CARGOPLEXI	2	7.50	15.00	
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	18.30	36.60	
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
KAC-132	KAC-132, GBS# 327547, 2020 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00	
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00	
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET	2	15.00	30.00	
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72	
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	3	10.84	32.52	
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00	
KAC-SGM-STAT...	KAC-SGM-STATIC, SINGLE GUN MOUNT, STATIC, (1) UNIVERSAL LOCK, (1) BUTT PLATE, (1) 8 SECOND TIMER	1	247.00	247.00	
7294	7294, 8P8C RJ45 T ADAPTER, 1F TO 2F	1	1.70	1.70	
7245	7245, RJ45 MODULAR PLUGS FOR SOLID CAT5/CATE ETHERNET CABLE	1	13.30	13.30	
14259	14259, ZEROBOOT CAT5E ETHERNET PATCH CABLE - RJ45, STRANDED, 350MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 10FT, BLACK	1	7.47	7.47	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	37.20	37.20	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	590.00	590.00	

Quote is valid for 30 days!

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Signature:

Quote is valid for 30 days!







# KA-COMM, INC

1201 W. Old 56 Highway  
Olathe, KS 66061  
(913) 764-7314  
(913) 764-7514 Fax  
www.ka-comminc.com  
joehm@ka-comminc.com

## Quote

Date	Quote #
12/20/2021	24470

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost		Total
	QUOTE # 10				
	2022 FORD PI UTILITY UNIT 128 - FULLY MARKED				
	ISSUE: NEW HI-PRO BUILD USING NEW PARTS				
	AND PARTS STRIPPED FROM UNIT 117				
	* USED EQUIP FROM UNIT 117 - CAGE, LIGHT				
	BAR, TROY REAR ASSEMBLY, WATCHGUARD,				
	REAR GUN RACKS, 6-LIGHT REAR SPOILER				
	BRACKET, PUSH BUMPER W/ LIGHTS, CARGO				
	WINDOW LIGHTS, SPEAKER, HOOD LIGHTS,				
	BOTTOM OF HATCH LIGHTS, TAIL LIGHT				
	FLASHER, SIREN, GUN RACK, RADAR,				
	COMPUTER WITH MOUNT, PDU, RUMBLERS,				
	PRINTER, RADIO				
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE,	1	384.75		384.75
	ACCOMODATES THE LT7600 (NOT INCLUDED),				
	OEM USB & 12V OUTLET MOUNTING, ALLOWS 5				
	PIECES MOUNTED, FLOORPLATE NOT REQUIRED				
02.0393	02.0393, HARRIS M7300/XG-75M, CH721 REMOTE	1	0.00		0.00
	HEAD FACEPLATE				
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN	1	0.00		0.00
	FACEPLATE				
Quote is valid for 30 days!			Subtotal		
			Sales Tax (0.0%)		
			Total		

Signature:

Quote is valid for 30 days!



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12/20/2021	24470

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	45.23	45.23	
02.SP3.5	02.SP3.5, 3.5" BLANK FACE PLATE	1	0.00	0.00	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL (REAR BUMPER)	2	66.15	132.30	
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	133.65	267.30	
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	24.75	24.75	
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	66.15	132.30	
416900-VHB	416900-VHB, 3M VHB MOUNT,4 PACK	1	9.52	9.52	
ZSURCHARGE	ZSURCHARGE, FEDERAL SIGNAL SUPPLY CHAIN SURCHARGE 5%	1	28.31	28.31	
ECVDMLTAL00	ECVDMTLAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	61.80	61.80	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	33.75	67.50	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	21.00	21.00	
Quote is valid for 30 days!			Subtotal		

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/20/2021	24470

Customer:
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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
KAC-132	KAC-132, GBS# 327547, 2020 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00	
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET	2	15.00	30.00	
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	590.00	590.00	
INSTALLATION	INSTALLATION/SETUP	45	55.00	2,475.00	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED	1	75.00	75.00	
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,655.95	1,655.95	
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	791.97	791.97	
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00	
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00	
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	428.39	428.39	
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	518.38	518.38	
MAMW-NMC7Z	MAMW-NMC7Z, MICROPHONE, STANDARD, CH721 CONTROL UNIT	1	57.60	57.60	

Quote is valid for 30 days!

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
12/20/2021	24470

**Customer:**

GARDNER POLICE DEPT.  
16540 MOONLIGHT RD.  
GARDNER, KS 66030

**P.O. No.****Terms****Rep****Freight Charges**

Due on receipt

JDO

FOB

Item	Description	Qty	Cost	Total
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	259.19	259.19
MW-Y3EWM	MW-Y3EWM, WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	1	0.00	0.00
SHIPPING	SHIPPING AND HANDLING	1	36.00	36.00

Quote is valid for 30 days!

**Subtotal**

\$8,312.24

**Sales Tax (0.0%)**

\$0.00

**Total**

\$8,312.24

Signature: \_\_\_\_\_

Quote is valid for 30 days!

**Sign Here Inc.**  
558 West Main St  
Gardner, KS 66030 US  
913-856-0148  
dave@signhereinc.com



## Estimate

### ADDRESS

Gardner Police Dept.  
440 E. Main  
Ks  
Gardner, KS 66030

### SHIP TO

Gardner Police Dept.  
Gardner Police Dept.  
440 E. Main  
Gardner, Ks 66030

**ESTIMATE # 1070**

**DATE 12/17/2021**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Vehicle	vehicle graphics for police car / same as last set of cars / three with blue and white graphics and one with black ghost graphics	4	840.00	3,360.00

TOTAL

**\$3,360.00**

Accepted By

Accepted Date

Department Lethal Shotguns – Benelli Super Nova Pump Shotgun 12 Gauge

4 Needed	\$500 each	total: \$2000
- Sling Adapter	\$20.00	\$80.00
- Sling MS3 Sling GEN 2 Magpull	\$50.00	\$200
Total of 4 built:		\$2,280

Department Less Lethal Shotguns – Mossberg 500 W/Side saddle for Ammo

4 Needed	\$200 each	total: \$800
- Side Saddle ammunition Holder	\$25.99	\$103.96
Total of 4 built:		\$903.96

Department Patrol Rifles with Equipment – Springfield Armory Saint 5.56/.223

4 Needed	\$783 each	total: \$3,132
- Ambi Safety Lever	\$18.90	\$75.60
- Rear Ambi Sling Mount	\$15	\$60.00
- AMBI Charging Handle	\$53.95	\$215.80
- Vortex Sparc Red Dot	\$160.00	\$640.00
- MS3 Sling GEN 2	\$42.71	\$170.84
- MLOK Angled Fore Grip	\$23.04	\$92.16
- MLOK 7 slot rail system	\$18.77 each three needed per	\$225.24
- 30 round PMAG	\$11.07	\$44.28
- 20 round PMAG	\$11.96 need two each	\$95.68
- Mag Coupler	\$23.99	\$95.96
- Streamlight TLR1-HL	\$171.00	\$684
Total of 4 built:		\$5,531.56

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 4

**MEETING DATE: JANUARY 18, 2022**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

---

**Agenda Item:** Consider authorizing the Vacation and Release of a Sanitary Sewer Easement in University Park Addition No. 2

**Strategic Priority:** Economic Development  
Infrastructure and Asset Management  
Fiscal Stewardship

**Department:** Public Works

---

**Staff Recommendation:**

Staff recommends authorizing the Mayor to execute the Vacation and Release of a portion of the sanitary sewer easement located in University Park Addition No. 2.

**Background/Description of Item:**

The Planning Commission recommended that City Council accept the dedication of right-of-way and easements on September 27, 2004 and the dedication of said easements were accepted by the Governing Body of the City on October 4, 2004, with the final plat being filed with the Johnson County Register of Deeds on February 20. The owner has requested the city vacate and release the sanitary sewer easement along his property. The city does not have any infrastructure located within that portion of the sanitary sewer easement, nor does the city anticipate having a future use for said easement.

**Attachments included:**

- Vacation and Release of Easement
- University Park Addition No. 2

**Suggested Motion:**

Authorize the Mayor to execute the Vacation and Release of a portion of the sanitary sewer easement located in University Park No. 2.

## VACATION AND RELEASE OF EASEMENT

THIS VACATION AND RELEASE OF EASEMENT ("Vacate") is made this 18<sup>th</sup> day of January, 2022, by the City of Gardner, Kansas, a municipal corporation (the "City").

WHEREAS, Utility Easements were dedicated and accepted by the City on the plat for University Park Addition No. 2, a subdivision of land within Johnson County, Kansas, which subdivision and the attendant dedication of said utility easements was approved by the City Planning Commission on September 27, 2004 and the dedication of said easements were accepted by the Governing Body of the City on October 4, 2004, with the final plat being filed with the Johnson County Register of Deeds on February 20, 2007 at Book 200702 and Page 006219;

WHEREAS, the City does not have any City infrastructure located within the portion of the utility easement that Owner has requested that the City vacate and release, nor does the City anticipate having a future use for said easements;

NOW, THEREFORE, the utility easement as more specifically described below, and all rights granted thereunder, are hereby vacated and released in all respects by the City of Gardner, Kansas, and that said utility easements are hereby null, void and no longer of any further force or effect, and that the easement rights previously secured by the City shall revert back to the property owner(s).

Legal Description or general location: See Exhibit A

IN WITNESS WHEREOF, we have hereunto set our hands as of the 18<sup>th</sup> day of January, 2022.

CITY OF GARDNER, KANSAS

---

Todd Winters, Mayor

ATTEST:

---

Sharon Rose, City Clerk



## ACKNOWLEDGMENT

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this \_\_\_\_ day of January, 2022, before me, a notary public in and for said County and State, came Todd Winters and Sharon Rose, Mayor and City Clerk, respectively, of the City of Gardner, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

---

Notary Public

My Appointment Expires:

15' wide utility easement located on the adjoining lot lines of Lots 4 and 3, University Park Addition No. 2 as recorded in the Register of Deeds Office, Johnson County, Kansas on February 20, 2007 at Book 200702 and Page 006219, and more specifically as described on the map below.



## COUNCIL ACTION FORM

## OLD BUSINESS ITEM No. 1

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** RYAN DENK, CITY ATTORNEY

---

**Agenda Item:** Consider adopting an ordinance approving a franchise agreement with Evergy Metro, Inc.

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration

---

**Staff Recommendation:**

Staff recommends adopting an ordinance approving a franchise agreement with Evergy Metro, Inc.

**Background/Description of Item:**

The current KCPL franchise agreement allowing them use of the right-of-way for their transmission lines has expired. The franchise agreement before you would permit Evergy Metro, Inc. to construct, operate and maintain their electric system. The franchise would be effective for 20 years and would require Evergy to collect and pay to the city a fee of 3% of the gross receipts charged for electricity consumed within the city.

**Attachments:**

- Ordinance No. 2723

**Suggested Motion:**

Adopt Ordinance No. 2723, an ordinance granting Evergy Metro, Inc., an electric franchise to construct, maintain and operate all facilities necessary or proper for supplying consumers with electric energy, granting the right to use the right-of-way for said purpose, and prescribing the terms of and relating to such franchise.

## ORDINANCE NO. 2723

### **AN ORDINANCE GRANTING EVERGY METRO, INC., AN ELECTRIC FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALL FACILITIES NECESSARY OR PROPER FOR SUPPLYING CONSUMERS WITH ELECTRIC ENERGY, GRANTING THE RIGHT TO USE THE RIGHT-OF-WAY FOR SAID PURPOSE, AND PRESCRIBING THE TERMS OF AND RELATING TO SUCH FRANCHISE.**

WHEREAS, pursuant to K.S.A. 12-2001 et seq., Evergy Metro, Inc., desires the right, privilege and franchise for the purpose of construction, maintenance and operation of facilities for supplying consumers with electric energy service pursuant to the provisions of the laws of the State of Kansas; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION I. Definitions. For purposes of this Ordinance, the following words and phrases shall have the meanings given herein:

- (a) "City" shall mean the City of Gardner, Kansas.
- (b) "Electric Energy Service" shall mean the one-way transmission to consumers of electric energy.
- (c) "Facilities" shall mean power lines, conduits, wires, guys, anchors, cables, pipes, poles, vaults, lamp posts, street lights, transformers and appliances, and buildings, machinery and attachments in connection therewith and appurtenant thereto, either above or underground.
- (d) "Franchise" shall mean this Ordinance granting the right, privilege and franchise to Grantee to provide Electric Energy Service within the City.
- (e) "Grantee" shall mean Evergy Metro, Inc. and, as appropriate, its successors and permitted assigns.
- (f) "Public improvement" shall mean any existing or contemplated public facility, building or capital improvement project, including, without limitation, streets, alleys, sidewalks, sewers, water, drainage, stormwater facilities, right-of-way improvements and public projects.
- (g) "Public project" shall mean any project planned or undertaken by the City or any governmental entity at public expense for construction, reconstruction, maintenance or repair of public facilities or public improvements, or any other purpose of a public nature.
- (h) "Right-of-way" shall mean only the area of real property in which City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the City's present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way.

SECTION II. Grant. There is hereby granted to Grantee the nonexclusive right, privilege and franchise to construct, maintain and operate its Facilities in, through and along the Right-of-Way for the purpose of supplying Electric Energy Service to certain parts of the City and the inhabitants thereof as well as customers outside the City limits; subject, however, to the terms and conditions herein set forth. Grantee may allow attachment to its facilities only if its facilities are covered by a separate pole attachment agreement with the City. This Franchise shall not:

- (a) Permit the use of the Franchise or the Right-of-way by Grantee or other parties for any other purpose, and a separate franchise shall be required therefore.
- (b) Convey equitable or legal title in the Right-of-way.
- (c) Grant authority to construct, maintain or operate any Facilities or related appurtenance on property owned or controlled by the City outside of the Right-of-way, specifically including, but not limited to, city parks, city hall property, police or fire property or public works facility property.

As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC, or the Kansas Corporation Commission (KCC), and shall comply with all applicable laws, statutes and/or regulations. In the case of a City permit, the City shall not unreasonably withhold or delay the issuance of such permit.

Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise agreement from the City. Grantee shall not knowingly allow the use its Facilities by any third party in violation of federal, state, or local law. Grantee shall hold harmless and indemnify the City for any use of its Facilities that violates federal, state, or local law.

### SECTION III. Use of Right-of-Way.

- (a) Subject to the provisions of this Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Right-of-Way. Such Facilities shall be constructed and maintained so as to interfere with and obstruct as little as reasonably possible the ordinary use and safety of the streets, alleys, lanes and highways of said city and the legal use of the Right-of-way by other utilities. Grantee's use of the Right-of-way shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to public health, safety and welfare, and to the construction and use of the Right-of-Way, including but not limited to, the City's Ordinance for the Use and Occupancy of the Public Right-of-Way (codified as Chapter 12.05 of the Gardner Municipal Code, as may be amended), and the City's Plan Requirements and Standards for Utility Structures (codified in Chapter 17.05 of the Gardner Municipal Code, as may be amended). Provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of Grantee to oppose, challenge, or seek judicial review of, in such manner as in now or may hereafter be provided by law, any such rules, regulations, policies, resolutions or ordinances proposed, adopted or promulgated

by the City; and provided further that, in the event of a conflict between any rule, regulation, policy, resolution or ordinance adopted by the City and any tariff on file with the Kansas Corporation Commission (KCC), the KCC tariff shall control.

- (b) Grantee's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way. Grantee and the City shall coordinate the installation of Grantee's Facilities in the Right-of-Way in a manner that minimizes the adverse impact on Public Improvements, as reasonably determined by the City.
- (c) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-way damaged, altered, or removed by Grantee (or of any agent, affiliate, employee, or subcontractor of Grantee occupying, installing, repairing or maintaining the Facilities in furtherance of Grantee's activities under this Franchise) shall be fully repaired or replaced promptly by the Grantee without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be shared as agreed to in writing among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto.
- (d) Grantee shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. Grantee shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right- of-Way during and for the design of Public Improvements. At the request of Grantee, the City may include design for Facilities in the design of Public Projects. Also at the request of Grantee, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event Grantee is required to install new and/or relocate its Facilities. Grantee shall participate in the Kansas One Call utility location program at all times while this Franchise is in effect.
- (e) Grantee shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location, removal, relocation, or adjustment for a particular Public Project shall be performed by Grantee without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of Grantee, Grantee shall be responsible for costs associated with such without expense to the City.
- (f) In the event a relocation of Grantee's Facilities from the Right-of-Way is needed as set forth in subsection (e), above, the City shall advise Grantee at the first

available opportunity and not less than one hundred eighty (180) days prior to the expected date of construction commencement where possible. In all cases where City requests or requires Grantee to relocate Grantee's Facilities from the Right-of-Way pursuant to this Agreement, City shall use its best efforts to provide and make available adequate and suitable replacement Right-of-Way equivalent in type and size before Grantee shall be required to relocate. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

- (g) It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Right-of-Way from reasonably foreseeable harm or damage. If Grantee fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures and exercise due caution when working near Grantee's Facilities.
- (h) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.
- (i) The City encourages the conservation of the Right-of-way by the sharing of space by all utilities. To the extent required by federal or state law, Grantee will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by Grantee.
- (j) Within sixty (60) days after the completion of initial or any additional construction, Grantee shall provide a complete set of plans with accurate and complete information to the AIMS system showing and describing the exact locations, both horizontal and vertical, of all Facilities constructed and existing within the right of way and within private easements; such mapping and identification shall be at the sole expense of Grantee.
- (k) Grantee is granted permission to prune or trim vegetation growing upon or overhanging the Right-of-way and public utility easements when necessary in Grantee's reasonable discretion to correct or avoid interference with Grantee's Facilities. Grantee shall notify the City prior to performing such work, including anticipated annual schedule and location of such work and the identity of Grantee's contractor(s) approved to perform such work. Moreover, Grantee shall perform such line clearance work in accordance with regulations established under OSHA 29 CFS 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions

of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush) and ANSI 300 (Part 1) (Standard Practice for Tree, Shrub, and Other Woody Plant Maintenance.) For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or in writing by informational door hanger, letter or other written notification.

SECTION IV. Grant of Easements. As partial consideration for this Franchise, and to the extent Grantee is able to do so without cost to Grantee, Grantee agrees to grant to the City for public projects without additional cost, such easements as Grantee may have in property within the City.

SECTION V. Indemnity and Hold Harmless. Grantee shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against any and all claims, lawsuits, judgments, liens, losses, damages, expenses, liability, fees and costs (including attorney fees and court costs), of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery is sought, to the extent occasioned in any manner by Grantee's occupancy of the Right-of-Way, including but not limited to the related actions by Grantee's agents, officers, employees, directors, representatives, affiliates or subcontractors. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of Grantee, then upon notice by the City to Grantee, Grantee will assume liability and responsibility for the defense of such actions at the cost of Grantee, subject to the option of the City to appear and defend at its own cost. The City does not waive any governmental immunity available to it under Kansas law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity. Grantee and the City shall promptly advise each other in writing of any known claim or demand against Grantee or the City related to or arising in any way out of Grantee's activities in the Right-of-Way.

SECTION VI. Insurance Requirement and Performance Bond.

- (a) During the term of this Franchise, Grantee shall procure and maintain insurance coverage at its sole expense, from an insurance company qualified to do business in the State of Kansas with a rating of A- or higher. Grantee shall provide insurance in the following amounts:
  - i. Workers' compensation as provided under any workers' compensation or similar law in the State of Kansas, with an employers' liability limit equal to the amount required by law; and
  - ii. Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not claims made basis, with a limit of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Franchise; and
  - iii. Employer's liability limit with a limit of one million dollars (\$1,000,000.00) for each accident/disease/incident/occurrence.



- (b) As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in aggregate, to protect the City from and against all claims by any person for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- (c) Grantee shall, prior to the commencement of any work, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- (d) Grantee shall, prior to the commencement of any work or renewal thereof, deliver to the City a performance bond in an amount consistent with the requirements of the City's Ordinance for the Use and Occupancy of the Public Right-of-Way (referenced in Section III above), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Right-of-way. The required bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION VII. Payments and Charges. The payments herein provided shall be in lieu of all other licenses, taxes, charges, or fees, except that the usual general property taxes and special ad valorem property taxes, sales and excise taxes, permits and fees including charges for pavement cuts and other charges based on restoring premises, costs and damages provided for herein and charges outside the scope of this Franchise will be imposed on Grantee, and are not covered by the payments herein. The franchise fee is compensation to the City for use of the Right-of-Way and shall in no way be deemed a tax of any kind.

SECTION VIII. Compensation to City.

- (a) In consideration of the premises, Grantee agrees to pay to the City, and the City agrees to accept as adequate compensation and consideration for the Franchise hereby granted and in lieu of occupation, license, privilege and all other taxes and fees not otherwise excepted hereinabove, a franchise fee of three percent (3%) of the total gross receipts charged and collected from the sale or distribution of Electric Energy Service to all consumers located in the present or future corporate boundaries of the City during the term of this Franchise.
- (b) Grantee will ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for herein. In the even and to the extent the accounting rendered to the City by Grantee is found to be incorrect, then payment shall be made in the correct amount.

- (c) It is the intent of the City to charge franchise fees for sales of Electric Energy Service within the City on a non-discriminatory basis. Therefore, if during the term of this Franchise the law of the State of Kansas is changed to permit competition between retail electric suppliers in any territory certified as a single certified service territory pursuant to K.S.A 66-1 , 170, et seq., including but not limited to the allowance of "Wheeling" or other transport and distribution of Electric Energy Service for other retail electric suppliers, then the City and Grantee agree to enter into good faith negotiations for the purpose of revising this Franchise to address said change and the collection of franchise fees. Should the City and Grantee fail to agree upon such revisions, then the City and Grantee shall each have the right to terminate this Franchise up on 120 days written notice.
- (d) Any consideration hereunder shall be reported and paid to the City by Grantee on a semi-annual basis on May 1 and November 1 of each year in which this Franchise remains in effect, reflecting the gross receipts charged and collected from the sale of such Electric Energy Service for the preceding month. The term "gross receipts" as used in this Section shall not include (1) electrical energy sold to the United States or the State of Kansas or to any agency or political subdivision thereof, (2) electrical energy sold for resale and (3) amount paid to the City pursuant to this Section.
- (e) The percentage of gross receipts charged and collected from the sale of Electric Energy Service hereunder may be adjusted by the City upon 180 days prior written notice to Grantee.
- (f) Payments by Grantee shall be made without invoice or reminder from the City, and shall be mailed or delivered to the City c/o Finance Director, City Hall, 120 East Main Street, Gardner, Kansas 66030.
- (g) No acceptance by the City of any franchise fee payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City.

To facilitate the auditing of amounts paid under this Franchise, Grantee shall provide current rates and charges, as from time to time amended, and such documents and information concerning sales as may be reasonably requested by the City, provided however that in the event information is sought that is specific to an individual customer and identifies that customer, the consent of the customer will be required to release the information. Further, in accordance with K.S.A. 12-2001 (as may be amended), the City shall further have the right to examine all books, receipts, files, records and documents necessary to verify the correctness of the franchise fee paid by Grantee.

- (h) Fees imposed under this Agreement shall not become effective within an area that is annexed by the City and becomes subject to this Agreement until thirty (30) days after the City provides Grantee with a certified copy of the annexation ordinance, proof of publication of the ordinance as required by law, and a map of the City detailing the annexed area.

SECTION IX. Supply of Service to Within City Corporate Limits. During the term of this Franchise, the Company shall construct, maintain and operate its transmission and distribution system within the City and shall furnish electric energy to such portions of the City and its inhabitants within the Company's present and any future certificated service territory in accordance with the terms of this Franchise, the rates, charges, rules and regulations now on file with the State Corporation Commission of the State of Kansas, or such revision of rates, charges, rules and regulations as may be lawfully established from time to time in accordance with the laws of the State of Kansas. Nothing contained herein shall be construed to constitute agreement or consent by the City that Company shall continue to serve those areas of the City, or those areas annexed into the City in the future, for the duration of the term of this Franchise. City retains the right to request Company and/or to petition the Kansas Corporation Commission to serve all areas presently within the City or those areas which may be annexed into the City in the future. Nothing contained herein shall be construed as a guarantee upon the part of the Company to furnish uninterrupted service, and interruptions due to acts of God, fire, strikes, civil or military authority, orders of court and other causes reasonably beyond the control of the Company are specifically exempt from the terms of this Section. The Company shall abide by all other City ordinances that do not conflict with this Franchise.

SECTION X. Poles and Wires. All poles and wires shall be erected in accordance with the rules and regulations of the State Corporation Commission of the State of Kansas as set out in Docket No. 1944 and any amendments thereto. All poles carrying said wires shall be placed in such manner as to interfere with and obstruct as little as reasonably possible, the ordinary use of the streets, alleys, lanes and highways of said City, and shall not unreasonably interfere with any gas main, water main or sewer now laid out or constructed in or under said streets, alleys, lanes or highways of said City.

SECTION XI. Attachment to Facilities. Except as otherwise provided herein, nothing in this Franchise shall be construed to require or permit either party to utilize or attach to the Facilities of the other without a separate written agreement.

SECTION XII. Forfeiture of Grant and Privilege. In case of failure by Grantee to comply with any of the provisions of this Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise, Grantee shall forfeit all rights and privileges granted by this Franchise and all rights hereunder shall terminate, provided that said termination shall not take effect until the City shall carry out the following proceedings. Before the City proceeds to cancel this Franchise, it shall first serve a written notice upon Grantee setting forth in detail in such notice the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions of this Franchise. If at the end of such period the City deems that the conditions have not been complied with and that this Franchise is subject to repeal by reason thereof, the City shall enact a repealing ordinance setting out the grounds upon which said grant and privilege is to be cancelled or terminated. If within thirty (30) days after the effective date of said repealing ordinance Grantee shall not have instituted an action, either in the District Court of Johnson County, Kansas, or some other court of competent jurisdiction, to determine whether or not Grantee has violated the terms of this Franchise, this Franchise shall be cancelled. If within such thirty (30) day period Grantee does institute an action as above provided to determine whether or not Grantee has violated the terms of this Franchise and prosecutes such action to final judgment with due diligence then, in that event, in case the court finds that this Franchise is subject to cancellation by reason of the violation of its terms, this Franchise shall terminate thirty (30) days after such final judgment is

rendered. Provided, nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law.

SECTION XIII. Rights and Duties of Grantee Upon Expiration of Franchise. Upon expiration of this Franchise, whether by lapse of time, by agreement between Grantee and the City, by Grantee's voluntary abandonment of the Right-of-way with approval of the City, or by forfeiture thereof, Grantee shall have the right to remove from public property any and all of its Facilities used in its said business within a reasonable time after such expiration, but in such event, it shall be the duty of Grantee immediately upon and during such removal, to restore the right-of-way from which said Facilities are removed to as good condition as the same were before said removal was effected without cost to the City.

SECTION XIV. Term and Reopeners.

- (a) This Franchise shall be and remain in full force and effect for a period of ten (10) years from the effective date hereof, unless sooner terminated as herein provided. Provided, In the event the parties are actively negotiating in good faith a new franchise or an amendment to this Franchise upon the termination date, the parties by written mutual agreement may extend the Franchise's termination date to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new franchise or amendment.
- (b) Upon written request of either the City or Grantee, the Franchise shall be reopened and renegotiated at any time upon any of the following events:
  - i. Change in federal, state or local law, regulation, or order that materially affects any rights or obligations of either party, including but not limited to, the scope of the grant to Grantee or the compensation received by the City; or
  - ii. Change in the structure or operation of the electrical energy service industry that materially affects any rights or obligations of either the City or Grantee, including but not limited to, the scope of the grant to Grantee or the compensation received by the City; or
  - iii. Any other material and unintended change or shift in the economic benefit to the City or a change Grantee did not anticipate upon accepting the grant of this Franchise.
- (c) Amendments under subsections (b), if any, shall be made by ordinance as prescribed by Statute. This Franchise shall remain in effect according to its terms pending completion of any review or renegotiations pursuant to this Section.

SECTION XV. Point of Contact and Notices. Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S.

Mail or Certified Mail, return receipt requested, shall be deemed delivered upon actual receipt or refusal of delivery. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

The City of Gardner, Kansas  
120 E. Main Street  
Gardner, Kansas 66030  
Attn: City Clerk  
(913) 856-0997

Grantee:

Evergy  
Attn: Rebecca Galati  
P.O. Box 418679  
Kansas City, MO 64141-9679  
(913) 894-3013; (913) 894-3086 fax  
Rebecca.Galati@evergy.com  
or to replacement addresses that may be  
later designed in writing.

SECTION XVI. Benefit/Assignment. The rights granted by this Franchise are exclusive to Grantee and shall inure to the benefit of Grantee and any parent, subsidiary, affiliate or successor entity now or hereafter existing. No other party may use Grantee's rights granted herein (by retail "wheeling" or otherwise to consumers within the City) and the rights herein shall not be assignable without the express written consent of the Governing Body of the City, except Grantee may assign its rights under this Franchise to a parent, subsidiary, affiliate or successor entity without such consent. Provided, that no assignment shall be effective until the assignee assumes all of the obligations contained herein as of the effective date of the assignment, including, but not limited to, the obligations with regard to indemnity, insurance and bond (with the intent being that there shall be no lapse in any coverage as a result of the assignment). Any required consent is to be evidenced by an ordinance or resolution of the Governing Body of the City that fully recites the terms and conditions, if any, upon which consent is given. In the event of any assignment Grantee shall timely notify the City of the assignee, provide a point of contact for the assignee, and advise the City of the effective date of the assignment.

SECTION XVII. Reservation of Rights. This non-exclusive franchise is granted under and subject to all applicable laws and under and subject to all of the orders, rules and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction. The City does not in any manner waive its regulatory or other rights and powers under the laws of the State of Kansas, its Constitutional Home Rule powers, or by virtue of present or future city ordinances. Neither party waives any applicable present or future legal rights, positions or claims before any administrative agency or court, but each party expressly reserves all rights, remedies and arguments at law or equity without limitation.

SECTION XVIII. Failure to Enforce. The failure of either the City or Grantee to insist in any one or more instances upon the strict performance of any one or more terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing.

SECTION XIX. Invalidity of Franchise. If any clause, sentence, or section of this Franchise, or any portion thereof, shall be held to be invalid, it shall not affect the remaining

provisions of this Franchise; provided, however, the City or Grantee may elect to declare the entire Franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Franchise. In such event, if Grantee is required by law to enter into a franchise with the City, the parties agree to act in good faith in promptly negotiating a new franchise.

SECTION XX. Repeal. Grantee's prior franchise ordinance, Ordinance No. 2077, is hereby repealed. Provided, the repeal of said franchise ordinance shall not affect any rights of either party regarding any unpaid consideration thereunder, if any, and said franchise ordinance repealed is hereby continued in force and effect after the passage, approval, publication and acceptance of this Ordinance for the sole purpose of preserving such rights.

SECTION XXI. Effectiveness and Acceptance of Franchise. This Franchise is made under and in conformity with the laws of the State of Kansas, shall take effect and be in force on the first day of the first month after its passage and approval by the City, publication and written acceptance by Grantee, and shall constitute a non-exclusive contract between the City and Grantee subject to the provisions of the laws of the State of Kansas.

SECTION XXII. Payment of Costs. Grantee shall be responsible for all costs and expenses of publishing this Franchise and any amendments thereof, as outlined in K.S.A. 12-2001(6) and K.S.A. 12-3007.

PASSED by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Counsel

(Seal)

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 1

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting a resolution determining the intent of the city to issue Industrial Revenue Bonds to pay the cost of acquiring the project site and constructing and equipping a multifamily apartment project

**Strategic Priority:** Promote Economic Development

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting a resolution determining the intent of the city to issue Industrial Revenue Bonds (IRBs) to pay the cost of acquiring the project site and constructing and equipping a multifamily apartment project within the city and to grant a property tax exemption and authorize the form of a PILOT agreement for the New Trails Multifamily Project (Treadway Apartments/GRATA).

### **Background/Description of Item:**

New Trails Multifamily, LLC (Company), plans to construct a multifamily apartment project of approximately 288 units, including buildings, improvements, and equipment. As stated in the attached resolution, the company has requested the city issue IRBs in the principal amount of not to exceed \$48,000,000 to finance the project.

The proposed multifamily development project is part of a larger 262 acre mixed-use development project (GRATA). Under the city's development agreement with GRATA, the city agreed to consider requests for IRBs on the multifamily portions of the project.

The presentation of the cost benefit analysis and the public hearing regarding the tax abatements occurred earlier at this meeting. A notice of public hearing was published in the Legal Record on January 4, 2022. As required, Johnson County, Johnson County Fire District No. 1 and the school district were notified by mail of the public hearing on January 18.

Although the city is the issuer of the IRBs, the city is not responsible for payments on the bonds. As noted in the 3<sup>rd</sup> "Whereas" paragraph of the resolution, the bonds are "[...] payable solely out of rentals, revenues and receipts derived from the lease of the Project to the Company". Further, K.S.A. 12-1743 states, "[...] the revenue bonds shall not in any respect be a general obligation of such city or county, nor shall they be payable in any manner by taxation. [...]."

Approval of the resolution formally indicates the city's intent to issue up to \$48,000,000 principal amount of IRBs to stimulate the economy "expressly subject to presentation, completion and final approval by the Governing Body" of the conditions enumerated in Section 3.

The resolution details the responsibilities of all parties of both the company and the city and authorizes all parties to take all action to present the necessary documents noted in Section 3 to the governing body for final consideration (Sections 4 through 7).



**Financial Impact:**

The financial impact of the New Trails Multifamily (Treadway Apartments) was detailed during the cost benefit analysis presentation at the public hearing.

**Attachments:**

- Resolution No. 2099
- PILOT agreement

**Suggested Motion:**

Adopt Resolution No. 2099, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000 for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily)

## **RESOLUTION NO. 2099**

### **A RESOLUTION DECLARING THE INTENT OF THE CITY OF GARDNER, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$48,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY APARTMENT PROJECT WITHIN THE CITY (NEW TRAILS MULTIFAMILY).**

**WHEREAS**, the City of Gardner, Kansas (the “City”), is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, improve, remodel, furnish, and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into leases or lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of such facilities;

**WHEREAS**, New Trails Multifamily, LLC, a Kansas limited liability company (the “Company”), has requested the City to issue its industrial revenue bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000, to finance the costs of acquiring, constructing, and equipping a multifamily apartment project comprised of approximately 288 units, including land, buildings, improvements, and equipment (the “Project,” as described and depicted on the Treadway Apartments Preliminary Plat and Site Plan, together with all exhibits presented to the public, approved by the City’s Planning Commission on July 26, 2021), generally located at the southeast corner of 175<sup>th</sup> Street and Interstate 35 within the City, and to lease such Project to the Company, in order to promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof, and thereby to further promote, stimulate, and develop the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof;

**WHEREAS**, subject to the provisions of **Section 3** of this Resolution, the City desires to finance the cost of acquiring, constructing, and equipping the Project by the issuance of industrial revenue bonds (taxable under federal law) pursuant to the Act, said bonds to be payable solely out of the rentals, revenues and receipts derived from the lease of the Project to the Company;

**WHEREAS**, the issuance of industrial revenue bonds will allow the Company to obtain a sales tax exemption on sales taxes levied by Kansas governmental entities for the purchase of construction materials related to the Project with proceeds of the bonds;

**WHEREAS**, the Company has also requested that the City consider granting an exemption from ad valorem taxes for the Project in accordance with K.S.A. 79-201a *Second* or *Twenty-Fourth* and has indicated its intent to make payments in lieu of taxes upon terms to be mutually agreed to by the City and the Company;

**WHEREAS**, the City has caused a cost benefit analysis to be prepared in connection with its consideration of ad valorem property tax abatement on the Project, which cost benefit analysis includes an analysis of the effect on revenues of the State of Kansas;

**WHEREAS**, on January 18, 2022, the City held a public hearing and provided notice thereof as required by K.S.A. 12-1749c and 12-1749d, as amended; and

**WHEREAS**, the City finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to approve the form of a Payment in Lieu of Tax Agreement (the “PILOT Agreement”) between the City and the Company wherein the Company agrees to make certain payments in lieu of taxes in consideration of the City issuing the Bonds and applying for a property tax exemption on the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:**

**SECTION 1.** Subject to the provisions of **Section 3** of this Resolution, it is hereby found and declared that the issuance of industrial revenue bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000 (the “Bonds”) by the City for the purpose of financing the cost of the proposed Project to be leased by the City to the Company will promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof as well as further promoting, stimulating, and developing the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof.

**SECTION 2.** Subject to the provisions of **Section 3** of this Resolution, the Governing Body of the City hereby intends to authorize the issuance of the Bonds pursuant to the Act and all necessary regulatory approvals and upon the conditions more fully set forth in **Section 3** hereof.

**SECTION 3.** Notwithstanding this Resolution of Intent of the City to issue the Bonds, the issuance of the Bonds is expressly subject to the First Amended and Restated Development Agreement dated October 19, 2020, by and between the City and Grata Development, LLC, as the same may be amended from time to time, and to presentation, completion, and final approval by the Governing Body of the City of each of the following conditions:

(a) Satisfactory negotiation and approval of a base lease, lease agreement, trust indenture, bond ordinance, and other documents necessary for the issuance of the Bonds;

(b) Obtaining all necessary permits and compliance with all necessary regulatory approvals and with City ordinances including, without limitation, the terms and conditions of that certain Treadway Apartments Preliminary Plat and Site Plan, together with all exhibits presented to the public, approved by the City’s Planning Commission on July 26, 2021;

(c) Successful private placement of the Bonds or other purchase method approved by the City;

(d) Approval of the Bonds by the City’s Bond Counsel, Kutak Rock LLP, and approval of certain legal matters pertaining to the Bonds by counsel to the Company; and

(e) Adequate security for the payment of the Bonds.

The City hereby reserves the right to rescind this Resolution of Intent if the conditions specified in this **Section 3** hereof are not, in the sole judgment of the City, satisfied, or upon change of federal or state law or regulations affecting the City's issuing authority.

If the Bonds are not issued for any reason, including noncompliance with the conditions of this **Section 3**, the City shall not be subject to any liability, whatsoever, to the Company.

**SECTION 4.** Subject to the conditions and prior approvals of **Section 3**, the Company is hereby authorized to proceed with all matters necessary to accomplish the purposes set forth in this Resolution.

**SECTION 5.** The PILOT Agreement is hereby approved in substantially the form on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor, upon recommendation of Bond Counsel and the City Attorney, may approve as evidenced by his execution thereof. The City intends that pursuant to the provisions of K.S.A. 79-201a *Second* or *Twenty-Fourth*, the Project be exempt from ad valorem property taxes for ten years commencing the year following the year in which the Bonds are issued in accordance with the terms of the PILOT Agreement and this Resolution. Subject to the issuance of the Bonds, proper application for an exemption being made to the Kansas Board of Tax Appeals and approval of such application by the Kansas Board of Tax Appeals, the City further determines that the Project shall be exempt from such taxes for 10 years, commencing in the year after the Bonds are issued, provided any annual payment in lieu of taxes due under the PILOT Agreement has been made and that the further terms and conditions of the PILOT Agreement are met. In making such determination the Governing Body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Company is responsible for preparing such application and providing the same to the City for its review and submission.

**SECTION 6.** The Mayor, City Council, City Administrator, Finance Director, Bond Counsel, and City Attorney are hereby directed to take such action as they deem necessary in cooperation with all persons involved with the financing of the Project in order to present the necessary documents to the Governing Body of the City for final action. Such officers and agents are authorized and directed to execute and file with the Kansas Department of Revenue an application for an exemption from sales tax for materials purchased for the Project with the Bond proceeds.

**SECTION 7.** The City and the Company expect to incur expenses in connection with the acquisition, construction, renovating, equipping, and furnishing of the Project prior to the issuance of the Bonds. The City and the Company reasonably expect to reimburse such expenditures in connection with the Project from the proceeds of the Bonds.

**SECTION 8.** This Resolution shall take effect and be in full force on the date it is adopted by the Governing Body of the City and signed by the Mayor. This Resolution shall be of no effect and shall be null and void on January 1, 2023, in the event the Bonds have not been issued by such date.

*[remainder of page intentionally left blank]*

**ADOPTED** by the Governing Body of the City of Gardner, Kansas, on January 18, 2022.

**CITY OF GARDNER, KANSAS**

(Seal)

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Mayor

ATTEST:

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City Clerk

## PAYMENT IN LIEU OF TAX AGREEMENT

**THIS PAYMENT IN LIEU OF TAX AGREEMENT** (this “Agreement”), is made and entered into as of \_\_\_\_\_, 2022, by and between **NEW TRAILS MULTIFAMILY, LLC**, a Kansas limited liability company (the “Company”), and the **CITY OF GARDNER, KANSAS**, a municipal corporation (the “City”).

For and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties understand and agree as follows:

**1. Tax Exemption; Payment in Lieu of Taxes.** In consideration of the issuance by the City of its industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.* in the aggregate principal amount not to exceed \$48,000,000 (the “Bonds”), in a single series, to finance the cost of acquiring a leasehold interest in certain real property and acquiring, constructing and equipping a multifamily housing project on the property described on *Exhibit A* to this Agreement and generally located at the southeast corner of 175<sup>th</sup> Street and Interstate 35 in the City (the “Project”) to be leased by the Company to the City pursuant to a Base Lease (the “Base Lease”), and leased back from the City to the Company, or its successors and assigns with City consent pursuant to a Lease Agreement (the “Lease”), and in consideration of Company’s execution of a Base Lease and the Lease. In further consideration of the laws of the State of Kansas (the “State”) granting an exemption from ad valorem real property taxation for the period of up to ten (10) years, commencing with the first calendar year after the calendar year in which Bonds are issued (“Abatement Term”) solely for the portion of the Project acquired or constructed with Bond proceeds and described in the bond trust indenture, by and between the City and the bond trustee named therein, authorizing said Bonds, Company agrees to make payments in lieu of ad valorem real property taxes (a “PILOT”) in the amounts specified herein for the term of the Abatement Term in the manner provided for herein. The assessed valuation of the Project in excess of the existing assessed valuation in the calendar year prior to the year in which the Bonds are issued (the “Base Year”) acquired or constructed with the proceeds of the Bonds up to an aggregate amount not to exceed \$48,000,000 is referred to herein as the “Tax Abated Project Portion”.

**2. Statement of Intention.** The Tax Abated Project Portion consists of acquiring, constructing and equipping an approximately 288-unit multifamily housing project. The cost of acquiring, constructing and equipping the Tax Abated Project Portion is approximately \$48,000,000.

**3. Amount of Payments; Place of Payment.** As permitted by K.S.A. 79-201a, and subject to the provisions of this Agreement, in lieu of all general ad valorem real and personal property taxes on the Tax Abated Project Portion for the ten (10) calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued to finance the Tax Abated Project Portion, Company shall pay by separate check to the Treasurer of Johnson County, Kansas, or other appropriate officer as required by State law, a PILOT in an amount equal to twenty-five percent (25%) of the amount of general ad valorem real and personal property taxes for such Tax Abated Project Portion over the Base Year which would have been due and payable by Company if such Tax Abated Project Portion were taxable as determined in accordance with Section 4 below, to be distributed as and/or as a part of the general ad valorem tax collections for all taxing subdivisions in which the Project is located. Such PILOT calculation shall abate seventy-five percent (75%) of the ad valorem real and personal property taxes generated from mill levies which are subject to abatement pursuant to Kansas law (*i.e.*, all mill levies except for the school district capital outlay levy). In no event shall the abatement described in this Agreement have the effect of abating any mill levy which cannot be abated pursuant to Kansas law or abating any special assessment.

The PILOT shall be billed to Company by statement of the City Clerk or by Johnson County on behalf of the City issued on or about November 20th of each year and shall be paid each year of the Abatement Term as follows: one half (1/2) on or before December 20th in respect of the PILOT for the then current calendar

year, and the remainder of such PILOT for such calendar year on or before May 10th of the following calendar year, or as otherwise required by law or invoice of Johnson County.

**4. Calculation and Distribution of Payment.** The amount of such PILOT will be determined by the Johnson County Clerk in the same manner and according to the same statutory procedure as general ad valorem taxes, real and personal, are determined, using the valuations determined by the Johnson County Appraiser's office under the same laws, rules and procedures for which real and personal property taxes are determined for all taxpayers within the taxing jurisdiction(s), including the right to appeal and challenge the valuations as determined by the Johnson County Appraiser's Office. Such payments shall be distributed to all applicable taxing subdivisions in Johnson County as provided in K.S.A. 12-1742.

**5. Protest of Appraised Valuation** Company will make all PILOTs required by this Agreement; however, Company reserves the right to make such payment under protest pending its timely appeal of the valuation as determined by the Johnson County Appraiser's Office. However, Company may not appeal its appraised valuation to an amount below \$38,000,000 (the "Base Valuation"), without first obtaining the City's consent, which consent shall not be unreasonably withheld. If Company appeals the appraised value and the appraised value of the Project is adjusted by either the Johnson County Appraiser's Office or by the Board of Tax Appeals to an amount below the Base Valuation, the PILOT shall automatically increase in proportion to the amount to the Project's appraised valuation falls below the Base Valuation. If the appraised value is independently adjusted below the Base Valuation by the Johnson County Appraiser during the Abatement Term as a result of market conditions and not from appeal of the Company, there shall be no adjustment in the Base Valuation. If after appeal, the valuation is adjusted downward, nothing herein shall create an obligation on behalf of the City to return all or a portion of any PILOT received by the City or any other taxing entity, however in such event, Company shall reduce its subsequent PILOT by the amount of any overpayment previously made by Company under protest. If the subsequent payment is not sufficiently large to fully credit the overpayment, the credit may be carried forward to subsequent payment(s) during the Abatement Term. If after an appeal, the valuation is increased, Company shall pay an additional amount for the year protested, calculated based on the revised valuation, with its subsequent PILOT.

**6. Application of Abatement.**

(a) Company shall not utilize any of the Project property for which it is requesting or receiving a tax exemption for any purposes that do not qualify for a property tax exemption pursuant to K.S.A. 79-201a *Second* or *Twenty-Fourth*.

(b) Company shall not remove any personal property purchased with proceeds of the Bonds at any time during the Abatement Term without the prior written consent of the City.

(c) The Project shall comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

The Company's failure to comply with the conditions provided in this Section shall constitute a default under this Agreement and the Lease.

**7. Abatement Standards.**

(a) **Application for Abatement.** The City and Company shall compile the information necessary to file the application for exemption (currently Form IRBX) with Johnson County, Kansas and/or the Kansas Board of Tax Appeals. If Company is the party required to file the application for exemption (e.g. in a lease/leaseback arrangement), Company shall file such application no later than February 15 of the year following the calendar year in which the Bonds have been issued. Company

shall deliver the City a copy of the application for exemption upon submission to Johnson County, Kansas and/or the Kansas Board of Tax Appeals. Company shall be responsible for paying the application fee at the time of filing the application for exemption.

**(b) Annual Certification & Administrative Fee.** Each year of the Abatement Term, the Company is required to complete and submit certain information to confirm compliance with this Agreement (the “Annual Certification”). The Annual Certification shall be provided in the form and manner requested by the City and shall be submitted no later than February 10 of each year for the term of the abatement unless otherwise agreed, in writing, by the City. The information contained in the Annual Certification shall be used by the City Clerk to make its annual certification of compliance required by the Johnson County Treasurer. Failure to provide the Annual Certification shall be an Event of Default hereunder.

**8. Inspection.** The City or its duly authorized agents may, upon reasonable request, inspect the Project and all books and records of Company for compliance with this Agreement. Upon written request, Company agrees to reasonably cooperate with the City to provide evidence of its compliance with the terms of this Agreement.

**9. Approval of Exemption.** This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the Tax Abated Project Portion from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.* or K.S.A. 74-50,115. The City will utilize its commercially reasonable efforts to facilitate this process on behalf of Company.

**10. Events of Default; Remedies.**

**(a)** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

(1) the Company shall fail to pay any PILOT in a timely manner or perform any of its obligations hereunder, provided the Company shall be provided written notice of any such default and a thirty (30) day period to cure the same;

(2) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous; provided the Company shall be provided written notice of any such default and a thirty (30) day period to cure the same;

(3) the Company shall fail to comply with any of the provisions of this Agreement, including but not limited to Sections 7 or 8 herein after written notice and a thirty (30) day cure period; or

(4) the Company shall be in default under the Lease after any applicable notice and cure period set forth therein.

**(b)** If such Event of Default occurs, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice, subject to subsection (d). Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) all due but unpaid PILOTs attributed to prior calendar years, (ii) the pro rata total PILOTs that would be due with respect to the current calendar year, (iii) the pro rata amount of any ad valorem real property taxes that would be due for the remaining portion of the current calendar year assuming the Tax Abated Project Portion of the Project were not Exempt Property, and (iv) the amount of any costs,



expenses and attorneys' fees incurred by the City as a result of such Event of Default and in enforcing this Agreement.

(c) Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

(d) The first time Company should fail to make any required payment hereunder, the City will provide Company thirty (30) days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the thirty (30) day period. Any subsequent time the Company should fail to make any required payment hereunder, the City will provide Company five (5) days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the five (5) day period. No notice is required to terminate this Agreement for a default under the Lease that is not cured within the time period permitted under the Lease.

## **11. General Matters**

(a) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

(b) **Assignment.** This Agreement may not be assigned and the benefits of this Agreement may not be transferred to any assignee of the Lease without the prior written consent of the City which will not be unreasonably delayed or withheld, provided that the City may condition any consent upon execution and delivery of an assignment and assumption agreement satisfactory to the City.

(c) **Titles and Subheadings.** Titles and subheadings used in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

(d) **No Waiver.** No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

(e) **Notice.** All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

(i) To the Company:

James Thomas, Manager  
New Trails Multifamily, LLC  
10 W. Carmel Drive, Suite 200  
Carmel, Indiana 46032

With copies to:

Curtis Petersen, Esq.  
Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

(ii) To the City:

Jim Pruetting, City Administrator  
City of Gardner  
120 E. Main Street  
Gardner, KS 66030

With copies to:

Ryan Denk, Esq.  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, Kansas 66103

and

Tyler Ellsworth, Esq.  
Kutak Rock LLP  
2300 Main Street, Suite 800  
Kansas City, Missouri 64108

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**(f) Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Kansas.

**(g) Entire Agreement.** Subject to the Bond documents, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Agreement may only be modified or amended through the Bond documents or upon written instrument executed by the parties required to consent to such amendment.

**(h) Authority.** The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above named party; the Company further represents that it has authority to bind the property upon which the Project is located.

**(i) No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

**(j) Electronic Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first written above.

**CITY OF GARDNER, KANSAS,**  
a Kansas municipal corporation

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**NEW TRAILS MULTIFAMILY, LLC,**  
a Kansas limited liability company

By: **CITYSCAPE NEW TRAILS, LLC,**  
an Indiana limited liability company,  
its Operating Member

By: \_\_\_\_\_  
James Thomas  
Manager

## **EXHIBIT A**

*[insert legal description]*

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 2

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** RYAN DENK, CITY ATTORNEY

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**Agenda Item:** Consider adopting a resolution approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration

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**Staff Recommendation:**

Staff recommends adopting a resolution approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

**Background/Description of Item:**

Kansas is part of the multi-state litigation aimed at holding the producers and distributors of opioids accountable for the negative effects that their drugs have had on the American public. In 2021, the Kansas Legislature enacted House Bill 2079, the Kansas Fights Addiction Act, authorizing municipalities to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General. The bill requires 75% of settlement funds to go to the state and 25% of these funds to be split between municipal governments. In order to receive settlement funds, the City is required to certify previous or expected costs to the city of at least \$500, agree to spend any settlement funds for lawful purposes, and waive any remaining claims related to the opioid litigation. Accordingly, the City is required to certify, by resolution, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation and that the city is able to utilize any settlement on lawfully permitted purposes. The enclosed resolution also authorizes the release of claims granting to the City Administrator the authority to execute any settlement agreements necessary to achieve this purpose.

The city has confirmed that incurred costs and expenses related to opioid mitigation efforts in the past are in excess of \$500 and that it can utilize the opioid litigation settlement funds in accordance with the Kansas Fights Addiction Act.

**Attachments:**

- Resolution No. 2100
- Agreement

**Suggested Motion:**

Adopt Resolution No. 2100, a resolution of the City of Gardner, Kansas, approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

## **RESOLUTION NO. 2100**

### **A RESOLUTION OF THE CITY OF GARDNER, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.**

**WHEREAS**, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing litigating municipalities to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

**WHEREAS**, the City of Gardner sustained damages related to the opioid epidemic; and

**WHEREAS**, the City of Gardner desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

### **BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:**

**Section 1. Authorization of the Agreement.** City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

**Section 2. Execution of the Agreement.** The City Administrator and to the extent deemed necessary, the City Attorney and City Clerk, are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

**Section 3. Certification of Costs and Expenses.** The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Administrator and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 18th day of January, 2022 and **SIGNED** by the Mayor.

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Mayor

Attested:

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City Clerk

REVIEWED AND APPROVED AS TO FORM:

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City Attorney



## Exhibit A — Agreement to Release and Assign Claims

### BETWEEN:

[City of Gardner], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[Gardner City Hall ]  
120 E. Main St.

AND: Gardner, KS 66030

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612

**FOR VALUE CONTEMPLATED**, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [January 18, 2022], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity within the Pharmaceutical Supply Chain, arising from the following type of claim:

**Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.**

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

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Authorized Signature

James Pruetting, City Administrator

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Print Name and Title

ASSIGNEE

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Authorized Signature

Derek Schmidt, Kansas Attorney General  
Office of the Kansas Attorney General

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 3

**MEETING DATE:** JANUARY 18, 2022

**STAFF CONTACT:** TODD WINTERS, MAYOR

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**Agenda Item:** Consider appointing Amy Nasta as Deputy City Clerk for the City of Gardner and administer the Oath of Office

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Mayor and Council

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**Staff Recommendation:**

Staff recommends appointing Amy Nasta as Deputy City Clerk for the City of Gardner effective January 18, 2022.

**Background/Description of Item:**

Amy Nasta currently serves as the Deputy City Administrator, and has a long tenure with the City in various roles, including the City Clerk position.

The City Clerk is an appointed city officer with essential signatory and other responsibilities mandated by Kansas Statute. Appointing a Deputy City Clerk provides the City of Gardner with a second individual allowed by statute to fulfill these necessary functions should the City Clerk be unavailable.

**Financial Impacts:**

No additional funding is required as this is not an additional position.

**Suggested Motion:**

Appoint Amy Nasta as City of Gardner Deputy City Clerk, effective January 18, 2022, and direct the City Clerk to administer the Oath of Office

## City of Gardner, KS

### Council Actions

January 18, 2022

The City Council took the following actions at the January 18, 2022, meeting:

1. Heard a presentation on the Gardner Land Bank Annual Report.
2. Held a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes
3. Approved the minutes as written for the regular meeting on January 3, 2022. (Passed unanimously)
4. Approved City expenditures prepared December 30, 2021 in the amount of \$579,206.20; December 30, 2021 in the amount of \$1,666.28; and January 7, 2022 in the amount of \$801,090.18. (Passed unanimously)
5. Authorized the City Administrator to purchase four (4) 2022 Ford Police Interceptor SUVs from Shawnee Mission Ford and additional equipment and installation services for a total cost of \$199,819.30. (Passed unanimously)
6. Authorized the Mayor to execute the Vacation and Release of a portion of the sanitary sewer easement located in University Park No. 2. (Passed unanimously)
7. Adopted Ordinance No. 2723, an ordinance granting Evergy Metro, Inc., an electric franchise to construct, maintain and operate all facilities necessary or proper for supplying consumers with electric energy, granting the right to use the right-of-way for said purpose, and prescribing the terms of and relating to such franchise. (Passed unanimously)
8. Adopted Resolution No. 2099, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000 for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily). (Passed unanimously)
9. Adopted Resolution No. 2100, a resolution of the City of Gardner, Kansas, approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500. (Passed unanimously)
10. Appointed Amy Nasta as City of Gardner Deputy City Clerk, effective January 18, 2022, and direct the City Clerk to administer the Oath of Office. (Passed unanimously)